

Form No. SPEC-010D Revised: 01/2006

#### CITY OF TACOMA

## DEPARTMENT OF PUBLIC UTILITIES TACOMA WATER

#### SPECIFICATION NO. WD14-0529F

#### WATER MAIN REPLACEMENT PROJECT NO. MRP 2013-57

CONSTRUCTING WATER MAINS in accordance with approved plans for

72<sup>nd</sup> AVE CT W, ET AL.



Ryan Flynn, P.E. Tacoma Water Tacoma Public Utilities MRP 2013-57

# Tacoma

#### **City of Tacoma**

#### **REQUEST FOR BIDS**

## Specification No. WD14-0529F Department of Public Utilities - Tacoma Water Water Main Replacement Project NO. MRP 2013-57

The City of Tacoma is accepting **SEALED BIDS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409.

Bids will be received until 11:00 a.m., Pacific Time, Tuesday, October 28, 2014, at which time they will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at <a href="https://www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>. A list of vendors registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, preliminary submittal results and names of vendors submitting bids are posted to the website for public viewing.

A pre-bid meeting will be held at 11:00 a.m. Pacific Time, Monday, October 20, 2014, at Tacoma Public Utilities, 3628 South 35<sup>th</sup> Street, Tacoma WA, conference room ABN-2A. The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as the City's SBE and LEAP goals.

**Project Scope:** The work to be performed consists of furnishing all labor, tools and materials for constructing approximately 4,000 linear feet of 6-inch and 4-inch water mains together with all necessary valves, specials, etc. all in accordance with these specifications and approved plans. The work is located in 72nd Ave. W. from 44th St. W to 47th St W, 47th St. W from 72nd Ave W to 72nd Ave. Ct. W., 72nd Ave. Ct. W from 44th St. W. to end of road south of 47th St. W., Westwood Square W. from 44th St. W. to 46th St. W., 45th St. W. from Westwood Square W. to 74th Ave. Ct W., from 45th St. W. to 46th St. W., and in 46th St. W. from Westwood Square W. to 74th Ave. Ct. W. All located in the SE ½ of Sec.15, T20N, R2E, WM., Pierce County, WA.

**Estimate:** \$677,000.00 plus tax

Additional information regarding the specifications may be obtained by contacting Marie Holm, senior buyer, by email to marie.holm@cityoftacoma.org.

CITY OF TACOMA

Kathy Katterhagen

Procurement and Payables Manager

Kathy Katherhagen

Marie Holm Senior Buyer

Marie Holm

City of Tacoma protest policy, located at <a href="https://www.tacomapurchasing.org">www.tacomapurchasing.org</a>, specifies procedures for protests submitted prior to and after submittal deadline.

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Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

Form No. SPEC-040A Revised: 04/16/2014

#### **SPECIFICATION CONTENTS**

#### This Specification contains the following:

- 1. Cover Sheet
- 2. Engineer Cover Sheet
- 3. Request for Bids
- 4. Specification Contents
- 5. Bidder's Check List
- 6. General Provisions
- 7. Bid Proposal Signature Page
- 8. Bid Proposal
- 9. Bid Bond
- 10. Performance Bond to the City of Tacoma
- 11. Insurance Certificate Requirements
- 12. Record of Prior Contracts (Construction Contracts)
- 13. Final Contract Verification Form
- 14. Subcontract Verification Form
- 15. General Release (Construction Contracts)
- 16. Sample Contract
- 17. Special Notice to Bidders Responsible Bidder Criteria
- 18. State Responsibility Information Form
- 19. SBE Goal Utilization Form
- 20. SBE Special Reminder to All Bidders
- 21. SBE Regulations
- 22. SBE Utilization Form
- 23. SBE Prime Contractor's Pre-work Form
- 24. Local Employment and Apprenticeship Training Program (LEAP) Instructions and Goal Form
- 25. Prime Contractor LEAP Utilization Plan
- 26. Local Employment and Apprenticeship Training Regulations
- 27. State Amendments to the Standard Specifications
- 28. Special Provisions
- 29. Benefit Code Key and Prevailing Wage URL Links to the Washington State Department of Labor and Industries

#### Attachments:

- MRP 2013-57 Drawings Pages 1-13
- 17-56-1 Standard Detail Pages 1-2
- City of University Place Right of Way Permit # ROW14-0137
- Pierce County standard drawing #3002



## Bidder's Checklist





#### BIDDER'S CHECK LIST FOR CONSTRUCTION CONTRACTS

This checklist identifies the documents to be submitted. Any bid received without these documents may be deemed non-responsive and not be considered for award.

**One original** of your bid must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids sheet. Hand deliver by person or carrier to Purchasing Division, Tacoma Public Utilities, Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409. Mail to: Purchasing Division, PO Box 11007, Tacoma, WA 98411-0007.

#### A. BID PROPOSAL PAGES

The unit and total amount columns to be filled in as well as inserting the company name at the top of the page.

#### **B. SIGNATURE PAGE**

To be signed by the bidder, including his/her E.I. Number.

#### C BID BOND

The bidder and surety company shall execute a bid bond only on the form provided by the City without any modification of terms unless the bid is accompanied by a certified check, in compliance with General Provisions 1.04.

#### D. BIDDER'S RECORD OF PRIOR CONTRACTS

To be filled in by bidders who have not completed a construction contract with Tacoma Water within the past five years.

#### E. SBE UTILIZATION FORM

To be fully and accurately filled in, signed, and submitted with the bid.

#### F. PRIME CONTRACTOR'S PRE-WORK FORM

To be filled in, signed, and submitted with the bid.

#### G. STATE SAFETY VIOLATIONS RECORD

Submit a copy of the Contractor's State Safety Violations Record for the last 3 years. To contact the Department of Labor and Industries, Public Records Unit, send an email to <a href="mailto:publicrecords@LNI.wa.gov">publicrecords@LNI.wa.gov</a>. Allow a minimum of three days for them to provide your requested information. The Department of Labor and Industries, Public Records Unit phone number is 360-902-5556.

#### H. STATE RESPONSIBILITY INFORMATION FORM

To be filled in and submitted with the bid.

#### FOLLOWING FORMS TO BE EXECUTED AFTER CONTRACT IS AWARDED AND/OR APPROVED BY TPU BOARD:

#### I. CONTRACT

This agreement to be executed by the successful bidder.

#### J. PERFORMANCE BOND TO THE CITY OF TACOMA

To be executed by the successful bidder and his/her surety company and countersigned by a local resident agent of said surety company, in compliance with General Provisions 2.01B.

#### K. FINAL CONTRACT VERIFICATION

To be executed by the successful bidder prior to the final payment.

#### L. SUBCONTRACTOR VERIFICATION

To be executed by the successful bidder prior to the final payment.

#### M. GENERAL RELEASE TO CITY OF TACOMA

To be executed by the successful bidder upon completion of the work and prior to the receipt of the final payment.

#### N. PRIME CONTRACTOR LEAP UTILIZATION FORM

To be submitted by the successful bidder at the Pre-Construction Meeting.

#### O. CERTIFICATE OF INSURANCE

Contractor shall submit a Certificate of Insurance and endorsements as required by the City of Tacoma.



# General Provisions

#### **GENERAL PROVISIONS**

(Revised September 2014)

#### **SECTION I - BIDDING REQUIREMENTS**

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

#### 1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

#### A. Respondent's Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

#### B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

#### C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

#### 1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request to the particular Division of the Department of Public Utilities of the City of Tacoma for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

#### 1.03 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises by establishing goals for their utilization in the provision of construction services, and related goods and/or services, to the City.

#### A. Public Work or Improvement Type Projects and Contracts:

Respondents for public work or improvement type projects and contracts in excess of \$25,000 have an obligation to comply with the requirements set forth in the City's SBE Regulations adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City **SBE Office**, 747 Market Street, Room 900, Tacoma, WA 98402. Phone 253-573-2435. Email SBEOffice@cityoftacoma.org

Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or improvement contracts (exceeding \$10,000, and \$15,000 for construction of water mains) are required to actively solicit minority and women business enterprise subcontractors. With respect to all such contracts, the Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority respondents on the basis of substantially equal proposals. The contractor shall be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING SOLICITATION FORMS CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

- > SBE Utilization Form for contracts of \$25,000 or more per TMC Chapter 1.07
- Prime Contractor's Pre-Work Form for contracts per RCW 35.22.650

#### B. Purchase of Goods and/or Services Contracts:

Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women's businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City's ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.

Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.

ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

#### Personnel Inventory Form

Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.

#### 1.04 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashiers check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. All bid bonds must be signed by the person legally authorized to sign the bid. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

#### 1.05 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

All bid proposals and documents must be returned to the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409, in a sealed, properly addressed envelope with the name of the Respondent and Specification number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Call for Bids. The City offices are not open for special mail or other delivery on weekends and City holidays.

Telecopy bid proposals will be accepted by the City provided that the original signed bid proposal is sealed and mailed (to the City's Purchasing Office) and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the City's telecopy machine but must be sent to the Respondent's agent and delivered sealed to the City's Purchasing Office before the time stated in the Call for Bids.

Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a bid proposal has been timely received, the City's Purchasing Office may rely on Universal Coordinated Time from the National Bureau of Standards as reported by radio broadcast station WWV.

#### 1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

#### 1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

#### 1.08 EVALUATION OF BID

#### A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

#### **B. Prequalified Electrical Contractor**

Certain types of electrical construction requires special expertise, experience and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

#### C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

#### D. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

#### 1.09 WITHDRAWAL OF BID

#### A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Purchasing Office. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Office prior to the time of bid opening.

#### B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

#### 1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

#### 1.11 PUBLIC UTILITY BOARD FINAL DETERMINATION

The Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

#### 1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

#### **1.13 TAXES**

#### A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

#### **B. Federal Excise Tax**

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

#### C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

#### 1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

#### 1.15 **AWARD**

#### A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

#### **B.** Supply/Equipment Contracts

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

#### 1.16 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

#### 1.17 EXTENSION OF CONTRACT

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

#### 1.18 PAYMENT TERMS

Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

#### 1.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

#### 1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall <u>also</u> submit an index with its submittal identifying the affected page number(s) <u>and</u> location(s) of all such identified material. **Failure to provide** an index identifying the location of the material in the submittal that Respondent considers to be

protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent's submittal **and** Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

#### **SECTION II - CONTRACT REQUIREMENTS**

#### 2.01 CONTRACTOR'S RESPONSIBILITY

#### A. Contract Documents

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, Department of Public Utilities, within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

#### **B. Surety Bond**

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashiers check or cash may be substituted for the bond; however, this cash or cashiers check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

#### C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers, and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

#### 2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- (a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- (b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- (c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

#### 2.03 INSPECTION

#### A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

#### **B.** Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Superintendent, whose decision shall be final. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities division which is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

#### 2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

#### 2.05 INDEMNIFICATION

#### A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnity, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

#### B. Limitation of Liability for Primarily Supply-Type Contracts

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

#### 2.06 ASSIGNMENT AND SUBLETTING OF CONTRACT

#### A. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

#### **B.** Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

#### 2.07 **DELAY**

#### A. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

#### B. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

#### 2.08 GUARANTEE

#### A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with

the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

#### **B.** Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

#### C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

#### 2.09 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

#### 2.10 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said I 0 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials,

equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

#### 2.11 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

#### 2.12 LEGAL DISPUTES

#### A. General

Contractor and Surety agree and stipulate that in the event any litigation should occur concerning or arising out of this Contract, or any bids submitted in response to a Call for Bids under the attached Specification, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

#### **B.** Attorney Fees

For contracts up to \$250,000 which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be \$150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

#### 2.13 DELIVERY

Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

New Year's Day January I

Martin Luther King's Birthday 3rd Monday in January
Washington's Birthday 3rd Monday in February
Memorial Day Last Monday in May

Independence Day July 4

Labor Day 1st Monday in September

Veteran's Day November 11

Thanksgiving Day 4th Thursday of November Day after Thanksgiving 4th Friday of November

Christmas Day December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

#### 2.14 Shipping Notices and Invoices

Shipping notices shall furnish complete information of item, or items, contents of item if crated or cased, shipping point, carrier and Bill of Lading number, and City of Tacoma Purchase Order Number.

Unless otherwise directed in these specifications, shipping notices shall be mailed to:

Purchasing Division
City of Tacoma
P. O. Box 11007

Tacoma Washington 98411-2597

Invoices shall be sent in duplicate. Each invoice shall show City of Tacoma Purchase Order Number and Release Number if applicable and the Item Number, Quantity, Description, Unit Price and Total Price by line. Each line total shall be summed to give a grand total to which sales tax shall be added if applicable.

Invoices shall be mailed to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

#### 2.15 Approved Equals

- **A.** Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".
- **B.** The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.
- **C.** When a brand name, or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

#### 2.16 Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

#### 2.17 Code of Ethics

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and also prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

<sup>\*\*</sup> Balance of Page Intentionally Left Blank \*\*

[Pages 11 through 16 are for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

#### **GENERAL PROVISIONS**

#### **SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS**

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS.

#### 3.01 RESPONDENT'S DUTY TO EXAMINE

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

#### 3.02 PERMITS

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

#### 3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(I), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (division responsible for this Contract) for said "changed or differing" conditions unless said City division is solely responsible for the delay or damages that the Contractor may have incurred.

#### 3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

#### 3.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

#### A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

#### B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at \$1,000,000 per occurrence, \$2,000,000 aggregate and for contracts in excess of \$500,000 the minimum coverage limits include Umbrella Excess Liability of \$5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds \$50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may immediately terminate the contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

#### C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to deliver to the City of Tacoma the completed project as required by this Contract.

#### D. Proof of Carriage of Insurance

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.

#### 3.06 SAFETY

#### A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

#### **B. Work Hazard Analysis Report**

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

#### 3.07 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

#### 3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

#### A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

#### **B.** Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

#### 3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW

#### A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

#### **B. Prevailing Wages**

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

#### 3.10 CHANGES

#### A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

#### B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the performance bond surety.

#### C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

#### D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

#### 3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

#### 3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

#### 3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. Also, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

#### 3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

#### 3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

#### 3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid,

the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive, therefore, the bid will be rejected.

# Bid Proposal Information

**(** 

#### SIGNATURE PAGE

#### TACOMA PUBLIC UTILITIES, WATER DISTRIBUTION

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.** 

### REQUEST FOR BIDS SPECIFICATION NO. WD14-0529F WATER MAIN REPLACEMENT PROJECT NO. MRP 2013-57

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

#### **Non-Collusion Declaration**

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name		Signature of Pers into Contracts for			Date
Address		Printed Name and	d Title		
City, State, Zip					
		(Area Code) Tele	phone Numbe	er / Fax Numbe	er
E-Mail Address					
		State Business Li in WA, also known as		=	umber
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		, a.cc	OD. (Omiou Duo		
		State Contractor's (See Ch. 18.27, F		nber	
ddendum acknowledgement #1	#2_	#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 11/19/11

#### BID PROPOSAL Bidder\_\_\_\_\_ SPECIFICATION NO. WD14-0529F

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (1-09.7)	1	LS	\$	\$
2	Project Temporary Traffic Control. (See Special Provisions) (1-10)	1	LS	\$	\$
3	Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations, (2-02.3(3))	5,524	SY	\$	\$
4	Temporary HMA Class ½" PG64-22, 2-inch minimum depth, installed & removed (5-04 & 9-03.8)	1,768	SY	\$	\$
5	HMA CI ½", PG64-22 (5-04 & 9-03.8)	975	TN	\$	\$
6	Cement Conc. Driveway Restoration (8-06)	25	SY	\$	\$
7	Storm, Sanitary, Side Sewer Restoration (7-04, 7-17, & 7-18)	10	EA	\$	\$
8	Cement Concrete Encasement of Sanitary Sewer (7-11)	3	EA	\$	\$
9	Trench Excavation & Disposal (7-09.3(7))	1,918	CY	\$	\$
10	Roadway Excavation Incl. Haul (2-03)	307	CY	\$	\$
11	Trench Shoring (7-09.3(7))	3,977	LF	\$	\$
12	6-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, (7-09.3(15)A & 9-30.1(1))	3,712	LF	\$	*
13	4-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, (7-09.3(15)A & 9-30.1(1))	265	LF	\$	\$
14	Trench Compaction Test (as directed by the Inspector). (7-09.3(11))	80	EA	\$	\$
15	Test Holes (See Special Provisions). (7-09.3(6))	1	LS	\$	\$
16	Temporary Concrete Thrust Anchor, installed and removed. (7-09.3(21))	2	EA	\$	\$
17	Concrete Thrust Anchor, installed. (7-09.3(21))	19	EA	\$	\$

#### Bidder\_\_\_\_\_

#### BID PROPOSAL SPECIFICATION NO. WD14-0529F

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
18	Crushed Surfacing Top Course for trench backfill per Section 9-03.9(3) of the 2012 WSDOT Standard Specifications, shoulder restoration, and as directed by the Inspector. (9-03.9(3))	2,976	TN	\$	\$
19	Crushed Surfacing Top Course (4-04)	414	TN	\$	\$
20	Topsoil Type A (8-02)	20	TN	\$	\$
21	6-inch Ductile Iron Tee, 3-B, M.J., installed. (7-09, & 9-30.2(1))	10	EA	\$	\$
22	8-inch x 6-inch Ductile Iron Reducer, 2-B, M.J. with concrete anchor, installed. (9-30.2(1))	2	EA	\$	\$
23	6-inch x 4-inch Ductile Iron Reducer, 2-B, M.J. with concrete anchor, installed. (9-30.2(1))	1	EA	\$	\$
24	6-inch Ductile Iron Ell, M.J., 45°, installed. (7-09, & 9-30.2(1))	11	EA	\$	\$
25	6-inch Ductile Iron Ell, M.J., 22 1/2°, installed. (7-09, & 9-30.2(1))	2	EA	\$	\$
26	8-inch Ductile Iron Plug, M.J., installed (7- 09, & 9-30.2(1))	2	EA	\$	\$
27	4-inch Ductile Iron Cap, M.J., tapped 2", installed (7-09, & 9-30.2(1))	1	EA	\$	\$
28	6-inch Ductile Iron Cap, M.J., tapped 2", installed and removed (7-09, & 9-30.2(1))	2	EA	\$	\$
29	6-inch Ductile Iron Solid Sleeve(Long), M.J., installed (9-30.2(1))	2	EA	\$	\$
30	2-inch Blow-Off Assembly, installed (Dwg. 17-56-1) (7-09.3(22)	1	EA	\$	\$
31	Temporary 2-inch Blow-Off Assembly, installed & removed. (Dwg. 17-56-1) (7-09.3(22)	2	EA	\$	\$
32	12-inch PVC Casing Pipe, 20-foot length, AWWA C900/905, DR 18, including end seals and casing spacers, installed (7-10)	1	EA	\$	\$

## BID PROPOSAL Bi SPECIFICATION NO. WD14-0529F

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
33	6-inch Mechanical Joint Restraining Glands, installed. (7-09 & 9-30.2(6))	28	EA	\$	\$
34	6-inch Push On Joint Restraining Gasket (7-14 & 9-30.2(6))	1	EA	\$	\$
35	6-inch Tapping Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box. Installed (7-12 & 9.30.3)	1	EA	\$	\$
36	12-inch x 6-inch Tapping Sleeve, installed (7-12 & 9-30.3(8))	1	EA	\$	\$
37	6-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box. installed (7-12 & 9.30.3)	18	EA	\$	\$
38	6-inch Hydrant, M.J., 4½-ft bury, with 4-inch Tacoma Standard Threads & 4-inch Quick Coupling (7-14 & 9-30.5(2))	7	EA	\$	\$
39	Street cleaning with powered sweeper/vacuum equipment. (5-04.3(5)A & 8-01.4)	34	HR	\$	\$
40	Inlet Protection (8-01)	15	EA	\$	\$
41	Erosion/Sedimentation Control Plan (8-01)	1	LS	\$	\$
42	Erosion and Sediment Control (ESC) Specialist (8-01)	1	LS	\$	\$
43	Traffic Lane Markings (8-22)	1	LS	\$	\$
44	Force Account - Erosion/Water Pollution Control (1-09.6 & 8-01)	1	EST	\$ 5,000.00	\$ 5,000.00
45	Force Account (1-09.6)	1	EST	\$ 30,000.00	\$ 30,000.00
-	BASE BID				\$
	9.5% SALES TAX				\$
	TOTAL OF BID				\$

WSDOT Standard specifications, 2014, M41-10 referenced as guide in parenthesis ().



# Contract Forms/ Information



Herewith find deposit in the form of a cashier's ch amount is not less than 5-percent of the total bid.	eck in the amount of \$	which
	SIGN HERE	· · · · · · · · · · · · · · · · · · ·
В	BID BOND	
KNOW ALL MEN BY THESE PRESENTS: That we,		
and firmly bound unto the City of Tacoma, as Obliand the Surety bind themselves, their heirs, execuseverally, by these presents.	igee, in the penal sum of dollars, for the pa	ayment of which the Principal
The condition of this obligation is such that if the 0	Obligee shall make any award	to the Principal for
according to the terms of the proposal or bid made and enter into a contract with the Obligee in according shall give bond for faithful performance thereof, Principal shall, in case of failure to do so, pay specified in the call for bids, then this obligation of force and effect and the Surety shall forthwith damages, the amount of this bond.	ordance with the terms of said with Surety or Sureties app and forfeit to the Obligee the shall be null and void; otherw	I proposal or bid and award and roved by the Obligee; or if the penal amount of the depositise it shall be and remain in full
SIGNED, SEALED AND DATED THIS	DAY OF	, 20
PRINCIPAL:	SURETY:	
		, 20
Received return of deposit in the sum of \$		



### PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,	
as principal, and	
a corporation organized and existing under the laws of	f the State of
	of the State of Washington to become surety upon bonds of jointly and severally held and firmly bound to the CITY OF, for the payment of
which sum on demand we bind ourselves and our suc as the case may be.	cessors, heirs, administrators or personal representatives,
This obligation is entered into in pursuance of the $\operatorname{City}$ of $\operatorname{Tacoma}$ .	statutes of the State of Washington, the Ordinances of the
Dated at Tacoma, Washington, this	day of
Nevertheless, the conditions of the above obligation	on are such that:
WHEREAS, under and pursuant to the City Charte City has or is about to enter with the above bounden p	er and general ordinances of the City of Tacoma, the said rincipal, a certain contract, providing for
Specification No.:	
Specification Title:	
Contract No:	
(which contract is referred to herein and is made a par	t hereof as though attached hereto), and
WHEREAS, the said principal has accepted, or is the work therein provided for in the manner and within	about to accept, the said contract, and undertake to perform the time set forth;
within such extensions of time as may be granted und subcontractors and materialmen; the claims of any persuch claims are provided for in RCW 39.08.010; the stand 82 RCW which may be due; and all persons who and supplies for the carrying on of said work, and shall damage or expense by reason of failure of performance developing in the material or workmanship provided or	tract in the manner and within the time therein set forth, or er said contract, and shall pay all laborers, mechanics, rson or persons arising under the contract to the extent rate with respect to taxes imposed pursuant to Titles 50, 51, shall supply said principal or subcontractors with provisions I indemnify and hold the City of Tacoma harmless from any the as specified in said contract or from defects appearing or performed under said contract after its acceptance thereof the with Chapter 39.08, RCW are resolved, then and in that III be and remain in full force and effect.
Approved as to form:	Principal:
City Attorney	By: Surety:
	By:
	Agent's Name:
	Agent's Address:

Form No. SPEC-100A Revised: 09/11/2014



City of Tacoma - Finance Department

RETURN CERTIFICATE TO:
Purchasing Division
P.O. Box 11007
Tacoma, WA 98411-0007
253-502-8468 / FAX 253-502-8372

#### INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

CONTRACT AMOUNT LIABILITY LIMITS

\$ 25,000 and Under \$ 500,000 Combined Single Limit

\$500,000 and Under \$1,000,000 Per Occurrence / \$2,000,000 Aggregate

Over \$500,000 \$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
  - 1. Comprehensive General Liability
  - 2. Automobile Liability Hired and Non-Owned
  - 3. Contractual Coverage
  - 4. Broad Form Property Damage
  - 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
  - 6. Any additional coverage specifically required by the City's specification
- B. The following general requirements apply:
  - 1. Insurance carrier must be authorized to do business in the State of Washington.
  - 2. Coverage must include personal injury, protective and employer liability.
  - 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
  - 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
  - 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
- C. The following statements are required on the Certificate of Insurance:
  - 1. "The City of Tacoma is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
  - 2. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
  - 3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. See example below.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects
project). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with
the City (or as respects project).

the only (or as respects project	/·	
CERTIFICATE HOLDER ADD	ITIONAL INSURED; INSURER LETTER:_	CANCELLATION
CITY OF TACO PO BOX 1100 TACOMA WA 9841	MA thereof, t 7 certificate	any of the above described policies be cancelled before the expiration date the issuing company will endeavor to mail 30 days written notice to the e holder named to the left, but failure to do so shall impose no obligation or of any kind upon the company, it's agents or representatives."

#### **RECORD OF PRIOR CONTRACTS**

NAME	MEADDRESS				
Type of Work		ion No. WD14-0529F	29F		
Beginning Completion Date Date		Contract With	Contact Person Phone #	Amount of Contract	
Date	Date	Contract With	Filone #	Contract	
Remarks:					

Form No. SPEC-160A Revised: 01/2006

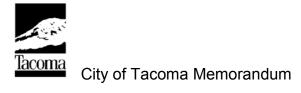


#### City of Tacoma Memorandum

		Final Co	ntract Verifica	<u>tion</u>		
Contractor		Project Manager		F	Fax Number	
Street Address						
City		State Zip		Zip	Date Sent	
Specification Number (If	Specification Number (If applicable)		SAP Contra	act Number		
Project Name						
Final Amount						
\$						
Please review the final pay			ove. The final co	ntract amo	unts are:	
Amount of C Additions	Contract \$					
Reductions	\$					
Retainage F						
Sales Tax	\$					
Total Final A	Amount \$					
If acceptable, please sig Engineering. Contact this			•		o Tacoma Water – Distribution isiness days of receipt.	
connection with the work p	performed an ended to any	ly sworn, o d to the be employee	st of my knowled of the City of Tac	uthorized to lge no loan,	sign for the claimant; that in gratuity or gift in any form ave I rented or purchased any	
from the City of Tacoma fo that I have carefully exami	or work perfo ned said pre and all claims	rmed and r -final estim of whatso	material furnished ate and understa ever nature whic	d under the and the sam	showing all the monies due me above referenced SAP contract; he and that I hereby release the he, arising out of the performance	
			Contractor A	uthorized S	ignature Required	

Type or Print Signature Name

Date



# **Subcontractor Verification**

The Department of Labor and Industries requires a list of <u>all</u> subcontractors used to complete this contract, Contract Number

Please list Subcontractors below:

Subcontractor's Name	<u>UBI Number</u>
	**

X	
Contractor Authorized Signature Required	
•	
Type or Print Signature Name	Date



City of Tacoma Contract No.: Specification No.:	
City of Tacoma Contract No Specification No	

# **General Release to the City of Tacoma**

The undersigned, named as	the Contractor in a certain	n agreement between
contractor name and the Cit	y of Tacoma, dated	, 20, hereby
releases the City of Tacoma	, its departmental officers,	employees, and
agents, from any and all cla	im or claims known or unk	nown, in any manner
whatsoever, arising out of, o	or in connection with, or rel	ating to said contract,
excepting only the equity of	the undersigned in the am	ount now retained by
the City of Tacoma under sa	aid contract, to-wit: the sun	n of
\$		
Signed on this	_ day of	_, 20
	Contractor Name	
	Contractor Authorized Signature	
	Title	
•	Type or Print Signature Name	

Form No. SPEC-140A Rev. 09/04/2014

# CONTRACT

Resolution No. Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and Enter vendor name herein after called the "Contractor." WITNESSETH: That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows: I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof. Specification No. enter spec number Project: enter spec name Contract Total: \$ , Select applicable tax information The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set II. forth in the Specifications, including the Industria Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does III. hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein. ٧. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year. CITY OF TACOMA: PRINCIPAL: Enter vendor name By: Title of dept or div staff w/auth to sign for this \$ amt Signature By: Select one (for contract totals over \$50K or NA) Printed Name By: Director of Finance Title APPROVED AS TO FORM: By:

Form No. SPEC-120A Revised: 03/28/2014

City Attorney

## CITY OF TACOMA Finance/Purchasing Division SPECIAL NOTICE TO BIDDERS

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

#### I. STATE OF WASHINGTON

#### A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

- 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW:
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage); and
- 5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

#### B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an instate percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

- 1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
- 2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

Revised: 01/02/2014 Page 1 of 4

contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

#### C. SUBCONTRACTOR RESPONSIBILITY

- The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- 2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW:
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 1. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage);
- 2. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

Revised: 01/02/2014 Page 2 of 4

#### II. CITY OF TACOMA

#### A. SUPPLEMENTAL RESPONSIBILITY CRITERIA - CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

- 1. Adequate financial resources or the ability to secure such resources;
- 2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
- 3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments:
- 4. A satisfactory record of performance, integrity, judgment and skills; and
- 5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria Supplemental Criteria.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

- 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
- 2. Whether the respondent can perform the contract within the time specified, without delay or interference:
- 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
- 4. Quality of performance of previous contracts;
- 5. Previous and existing compliance with laws and ordinances relating to contracts or services;
- 6. Sufficiency of the respondent's financial resources;
- 7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
- 8. Ability of the respondent to provide future maintenance and service on a timely basis:
- 9. Payment terms and prompt pay discounts;
- 10. The number and scope of conditions attached to the submittal;
- 11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Historically Underutilized Business and Local Employment and Apprenticeship programs:
- 12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

#### **B. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

Revised: 01/02/2014 Page 3 of 4

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, **Friday, October 17, 2014**. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

#### MAIL

City of Tacoma Purchasing Division PO Box 11007 Tacoma, WA 98411-0007

Fax: 253-502-8372

E-mail: bids@cityoftacoma.org

#### **DELIVERY**

City of Tacoma Purchasing Division Tacoma Public Utilities Administration Building North – Main Floor 3628 South 35<sup>th</sup> Street Tacoma, WA 98409-3115

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

#### C. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$200,000 and by Contracts and Awards Board for contracts greater than \$200,000.

Revised: 01/02/2014 Page 4 of 4

Specification No	
Name of Bidder	

# State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):	Number:
	Effective Date:
	Expiration Date:
Current Washington Unified Business Identifier (UBI) number:	Number:
Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?	☐ Yes ☐ No ☐ Not Applicable
Washington Employment Security Department number:	Number:  Not Applicable
Washington Department of Revenue state excise tax registration number:	Number:  Not Applicable
Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.
Do you have a physical office located in the state of Washington?	☐ Yes ☐ No
If incorporated, in what state were you incorporated?	State: Not Incorporated
If not incorporated, in what state was your business entity formed?	State:

Revised: 07/20/07, 04/09/12



# SBE Information

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# SBE GOAL UTILIZATION FORM

### SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation forms contained in the bid submittal package:

City of Tacoma – SBE Utilization Form to receive SBE usage **AND** City of Tacoma – Prime Contractor's Pre-Work Form

#### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the SBE Program Office at (253) 591-5224 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of SBE participation your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: 11%

The following bid items were used to calculate the above SBE goal:

A sample of items considered in the evaluation and calculations were item number: 2,3,7,8,13,18,37 & 38.

<u>This is NOT an all-inclusive list.</u> Bidders are free to identify any additional bid items that you deem appropriate to attain the above **11% SBE goal**. A list of SBE companies is available on the following City of Tacoma web site address:

#### www.cityoftacoma.org

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE SBE UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27867.

CCD/SBE: WD14-0529F Date of Record: 10/03/14

# SBE SPECIAL REMINDER TO ALL BIDDERS

Equal Opportunity and Small Business Enterprise forms must be fully and accurately completed and returned with the submittal by the deadline posted in the specification documents. Failure to do so may result in the proposal being considered non-responsive. These forms are necessary to determine if the bidder complies with Chapter 1.07 of the City of Tacoma Municipal Code and state law.

The following steps shall be used to determine the level of SBE Usage:

- a. The low bidder who meets the City's participation goal for SBEs, shall be presumed to have met the requirement.
- b. Otherwise, the bidder who has the lowest evaluated bid based on the formula set forth below:

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of SBE usage to the SBE goal in this formula above shall not exceed 1.

For the purposes of determining the Evaluated Bid, all alternates, additives, and deductives selected by the City will be added to your base bid as indicated in the proposal.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the SBE Office at 253-591-5224 or 253-573-2435 for assistance. The list of SBE subcontractors is available at <a href="http://www.cityoftacoma.org/Page.aspx?nid=136">http://www.cityoftacoma.org/Page.aspx?nid=136</a>.

#### Chapter 1.07

#### SMALL BUSINESS ENTERPRISE

260	mons:	
1.0	7.010	Policy and purpose.
1.0	7.020	Definitions.
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1.0	7.140	Sunset and review of program

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#### 1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

- A. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.
- B. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- C. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- D. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- E. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

- F. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.
- G. "Evaluated Bid" means a Bid that factors each Respondent's Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent's percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.
- H. "Goals" means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.
- I. "Lowest and Best Responsible Bidder" means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.
- J. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.
- K. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.
- L. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.
- M. "Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.
- N. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.
- O. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.
- P. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department SBE Program Coordinator.
- Q. "SBE Program Coordinator" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the SBE Regulations.
- R. "SBE Regulations" means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services, and Public Works.
- S. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.
- T. "Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.
- U. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.
- (Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.030 Discrimination prohibited.

- A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.
- B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.040 Program administration.

- A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.
- B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.
- C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.050 Certification.

- A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:
- 1. Each person with an ownership interest in the company has a personal net worth of less than \$375,000, excluding one personal residence and the net worth of the business;
- 2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$8,000,000 for public works companies and not more than \$4,000,000 for non-public works and improvements companies;
- 3. The owner(s) of the company executes an affidavit and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
- 4. The company can demonstrate that it also meets at least one of the following additional requirements:
- a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Community Empowerment Zone, prior to designation as a SBE, or
- b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or
- c. The company's business offices are located in a federally designated HUBZone in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

- d. The company's business offices are located in a federally designated HUBZone in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.
- B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:
- 1. A completed Statement of Personal Net Worth form;
- 2. A completed Declaration of SBE Status Affidavit form;
- 3. Tax returns for the business for six (6) years prior to the date of application for SBE certification, or from the date of inception of the business if the business has been in existence less than six (6) years;
- 4. List of equipment and vehicles used by the SBE;
- 5. Description of company structure and owners;
- 6. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

- C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:
- 1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
- 2. That the company has maintained all applicable and necessary licenses in the intervening period, and
- 3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.
- D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

- B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.
- C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.
- D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

- 1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
- 2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
- 3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
- 4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
- 5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
- 6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.
- E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.070 Evaluation of submittals.

- A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.
- B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:
- 1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
- 2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
- 3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
- 4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.
- C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:
- 1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.
- a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

- c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.
- d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.
- 2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:
- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).
- D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:
- 1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.
- E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

- 1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.
- B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

### 1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.110 Remedies

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

- 1. Forfeit the contractor's bid bond and/or performance bond;
- 2. Publish notice of the contractor's noncompliance;
- 3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
- 4. Withhold funds due contractor until compliance is achieved; and/or
- 5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;
- B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.
- C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2014, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2014, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)



Community & Economic Development Office of Small Business Enterprise 747 Market Street, Rm 900 253-591-5224 or 253-573-2435

## **SBE UTILIZATION FORM**

This form is to document only the SBE subcontractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- Prime contractors are encouraged to solicit bids from SBE approved firms.
- Be sure to include this form with your bid submittal in order to receive SBE credit.
- It is the prime contractor's responsibility to check the certification status of SBE subcontractors prior to the submittal deadline.

Bidder's Name:						
		City/Sta	ate/Zip:			
Spec. No	Base Bid * \$	Are Yo	u a SBE Mentor? ** [	☐ Yes ☐No Are you	using any SBE firms?	Yes No
Complete company n	ames and phone numbers ar	re required to verify your SBE usag	ge.			
Company Nam	a. ne and Telephone Number	b. Scope of Work, Services or Supplies/Materials Provided	c. Bid Amount	d. Subcontractor (100%)	e. Material Supplier (20%)	f. Actual SBE Usage Dollar Amount
		Enter Total of Actual SBE Usage D	ollar Amount \$ ***	1	-	
Block g. Actual SBI	E Usage as a percent of the Ba	ase Bid: % fies that the SBE firms listed will be u		Block h. Total SB	E Usage:	%
By signing and submit	ting this form the bidder certif	fies that the SBE firms listed will be u	sed on this project in	cluding all applicable c	hange orders.	
Type or Print Name of	Responsible Officer / Title	Signature of Respo	onsible Officer		Date	

# INSTRUCTIONS FOR COMPLETING SBE UTILIZATION FORM

The purpose of these instructions is to assist bidders in properly completing the SBE Utilization Form.

This form when submitted with your bid provides information to the City of Tacoma to accurately review and evaluate your proposed SBE usage.

- 1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Item #9 below.
- 2. \*\*Note: As a SBE Mentor you can receive up to 50% of the identified SBE goal that may be applied towards your SBE usage. Please check ( $\sqrt{}$ ) appropriate field on the SBE Utilization Form.
- 3. \*\*\* This amount should total all dollar amounts included in Column "f."
- 4. Column "a" List all SBE companies that you will be awarding a contract to if you are the successful bidder.
- 5. Column "b" List the scope of work or services for each subcontractor **OR** list the materials/supplies provided.
- 6. Column "c" The bid amount must be indicated for **all** listed **SBE** subcontractors and material suppliers that you plan on doing business with. This quote is the price that you and the subcontractor have negotiated prior to bid opening.
- 7. Column "d" Indicate with a checkmark ( $\sqrt{}$ ) if the SBE will serve as a subcontractor.
- 8. Column "e" Indicate with a checkmark ( $\sqrt{}$ ) if the SBE is a material supplier.
- 9. Column "f" Actual SBE Usage Dollar Amount: Multiply the amount in Column "c" by 1.0 if subcontractor (d) is checked ( $\sqrt{}$ ) OR by 0.20 if Material Supplier (e) is checked ( $\sqrt{}$ ). Insert the total amount in this column.
- 10. Block "g" The percent of actual SBE usage calculated on the Base Bid only and does not include any additional credit for being a SBE Mentor. (Divide your Total Actual SBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = SBE usage as a percent of the Base Bid.)
- 11. Block "h" Total SBE usage is the percent of "Actual SBE Usage" (Column f) <u>plus</u> up to 50% of **identified** SBE goal as a mentorship credit <u>when applicable.</u>
- 12. Whether or not you have SBE participation this form **MUST** be submitted with your bid proposal package to receive SBE usage.

It is the prime contractor's responsibility to check the status of SBE subcontractors prior to bid opening. Call the SBE Office at 253-591-5224 or 253-573-2435 for additional information.



# PRIME CONTRACTOR'S PRE-WORK FORM

	OTAL PLOYEES F	TO MINO	pecification TAL ORITY OYEES F	n Title BLA M	ACK F	ASI M	AN F	AMER IND M		HISP M	ANIC F
JOB CATEGORIES TO SPECIFY EMP M Officer / Managers Supervisors Project Managers	LOYEES	TO MINO EMPL	TAL ORITY OYEES	BLA				IND	IAN		
SPECIFY EMP M Officer / Managers Supervisors Project Managers	LOYEES	MINO EMPL	ORITY OYEES					IND	IAN		
Officer / Managers Supervisors Project Managers	F	M	F	M	F	M	F	M	F	M	F
Supervisors Project Managers											
Project Managers											
Office / Ciercai			+								
			1								
	1										
Apprentices											
Trainees											
TOTALS											
CONTRACTOR'S PROJECTED Superintendent	WORK FO	ORCE -	THIS PR	ROJECT							
Foreman											
Operators											
Laborers											
			1				I				
Apprentice Trainee TOTALS											

# INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

## This form only applies to employees who will be working on this specific project.

- 1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
- 2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
- 3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
- 4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
- 5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
- 6. "Totals" this line should reflect the total of all lines in each of the above columns.
- 7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
- 8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
- 9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-591-5224 or 253-573-2435

# LEAP Information

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# LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

\*Exception effective on projects advertised after 07-10-09 \*\*Exceptions effective on projects advertised after 05-17-13

### LEAP REQUIREMENTS & PROCEDURES:

LEAP is a post-award mandatory requirement. Bidders <u>do not</u> have to submit any information in the bid submittal package to be in compliance with LEAP.

#### **Post-award Submittals:**

- Prime Contractor LEAP Utilization Plan. This form is to be completed and presented at the Pre-Construction Meeting.
- LEAP Employee Verification Form. This form is to be completed for every qualifying LEAP employee.

LEAP is a mandatory City of Tacoma Program that requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma (see \*Exceptions and \*\*Exceptions). The 15% labor hour goal is described as the LEAP Utilization Goal (LUG). A mandatory sub goal requires the prime contractor to ensure that 25% of the LUG is performed by residents of the City of Tacoma's "Community Empowerment Zone". Compliance may be met through any combination of utilizing LEAP-Qualified residents of Tacoma or SAC apprentices, youth and/or veterans. The accompanying LEAP Regulations, forms, maps and street addresses are included in these specifications.

\*Exceptions: If the project is located within the Tacoma Power Hydro Project Areas, then 25% of the LUG may be satisfied by a Resident of the Tacoma Power Hydro Project Area where the work is performed. If the project is located within the Tacoma Water Green River Headworks or Watershed Area, then 25% of the LUG may be satisfied by a Resident of the Duwamish and White River Community Empowerment Zone (CEZ) or by a King County Apprentice.

\*\*Exceptions: If the project is advertised after 05-17-13, the Target Areas have been excluded and local Youth and Veterans have been added – refer to LEAP Regulations.

The Project Engineer, in consultation with the LEAP Coordinator, develops the required LUG to be performed for each qualifying contract. The LUG for this project is 552.

LEAP can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents interested in a career in the building and construction trades. Contractors may obtain further information by contacting the City's LEAP Office at (253) 594-7933 or (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



# PRIME CONTRACTOR LEAP UTILIZATION PLAN

Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part A								
Contractor:						Date:		
<b>Specification Number:</b>		Contract/W	ork Order Numbe	er(s):	LEAI	P Utilization Goal:		
<b>Project Description:</b>		-			Conti	ract Dollar Amour	nt:	
PART B PLA	NNED LEAP HOUR	S*			•			
Trade or Craft	City of Tacoma Resident	Pierce County Apprentice, Youth, and/or Veteran	City of Tacoma Apprentice, Youth, and/or Veteran	Tacom Commur Empoweri Zone Resi	nity ment	For Hydro Projects Hydro Project Area Resident (see *Counties)	For Watershed Projects Seattle Renewal Community/CEZ Resident and/or King County Appr.	
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	Da
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	Da
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	
Totals							T	
Part C						TOTAL hrs.		
Provide a description of how	the Contractor plans	s to ensure that th	e LEAP Utilization G	oals on the p	oroject v	vill be met. (Use addition	onal sheets if necessary)	

NOTE: Hydro Project Area Residents, King County Apprentices and Seattle RC/CEZ residents qualify on projects in those respective areas if advertised after 07-10-09. NOTE: Tacoma Youth and Veterans and Pierce County Youth and Veterans qualify on projects advertised after 05-17-13.

## Part A

**Contractor/Contract Information Section:** The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

# Part B

Planned LEAP Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

**Trade or Craft:** Indicate the Trade or Craft being used.

**LEAP Employee Categories:** Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

**Totals:** Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Goal.

### Part C

**Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal:** This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.

#### CITY OF TACOMA

# Local Employment and Apprenticeship Training Program (LEAP) Regulations For Public Works Contracts

#### I. PURPOSE

- A. Objective. The Local Employment and Apprenticeship Training Program has been adopted to counteract economic and social ills which accompany high rates of unemployment within the City of Tacoma ("City"). The City Council established this Local Employment and Apprenticeship Training Program ("LEAP") for Public Works Contracts pursuant to Resolution No. 33649, adopted March 18, 1997. The primary goal of this Program is to provide an opportunity for City of Tacoma and Community Empowerment Zone residents to enter Apprenticeship Programs, acquire skills, and perform work that will provide living wages. The purpose of these rules is to establish policies governing the implementation of the LEAP Program.
- **B.** Authority. These Regulations are adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.90, as amended, which authorizes the adoption of Rules and Regulations to implement the City of Tacoma's Local Employment and Apprenticeship Training Program.
- **C. Conflict.** In the event of a conflict between these Regulations and TMC Chapter 1.90, as amended, then said chapter shall control.

#### II. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- **A.** "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- **B.** "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

- **C.** "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- **D.** "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000 shall not be included in this definition.
- **E.** "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City of Tacoma to construct a Public Work or Improvement.
- **F.** "Director" shall mean the Director of Community and Economic Development or the Director's Designee.
- **G.** "Electrical Utility" shall mean the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division.
- **H.** "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- I. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.
- J. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.
- K. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act 40 U.S.C. 276 (a). L. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described herein.

- M. "Pierce County Apprentice" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Resident of Tacoma, who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- **N.** "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.
- O. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.
- **P.** "Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Tacoma and designated by the State of Washington as entitled to receive tax incentives because of high levels of poverty and unemployment. (See Figure 1)
- Q. "Resident of the Tacoma Power Hydro Project Areas" shall mean any person who continues to occupy a dwelling within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, as defined herein, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties, has a present intent to continue residency within the boundaries of the Tacoma Power Hydro Project Areas, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- R. "Resident of Community Empowerment Zone" (CEZ resident) shall mean any person who continues to occupy a dwelling within the boundaries of the Community Empowerment Zone, has a present intent to continue residency within the boundaries of the Community Empowerment Zone, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature; provided, however, that an individual initially certified as a CEZ resident and is no longer a CEZ resident, shall retain such certification status for a period of up to 2 years or 1000 Labor Hours worked from the date of initial certification, whichever is less, and such certification shall be recognized for any Civil Project, Building Project, or Service Contract covered by this chapter for said certification period. For example, if an individual initially certified as a CEZ resident on January 1 of calendar year 1 on project A works 900 hours in that calendar year on project A, and is thereafter hired to work 700 hours in year 2 on project B, the individual will retain his or her CEZ status for all hours worked on project B; provided, if the individual commences work on project C after he or she has worked 100 or more hours on project B in year 2, the Contractor for project C

will not be eligible to count the hours worked by said individual as hours worked by a CEZ resident.

- **S.** "Resident of Tacoma" shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- **U.** "Seattle's (City of) Duwamish and White Center Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Seattle and designated by the State of Washington as entitled to receive tax incentives because of the high levels of poverty and unemployment. (See Figure 2)
- V. "Service Area Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility. (See Figure 3)
- **W**. "Service Area Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility. (See Figure 4)
- X. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- Y. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.
- **Z**. "Tacoma Apprentice" shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- **AA.** "Tacoma Power Hydro Project Areas" shall mean those areas within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties.

- **BB**. "Tacoma Water's Green River Headworks and Watershed Area" shall mean that area in King County that is served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a public work or improvement to be performed primarily for the water utility." (See Figure 5)
- AAA. "Tacoma Youth Resident" shall mean any person, not defined as a Resident of the Community Empowerment Zone, between the ages of 18-24 who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- BBB. "Pierce County Youth" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth between the ages of 18-24 who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- CCC. "Tacoma Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- **DDD.** "Pierce County Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone, Tacoma Youth or Pierce County Youth, who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

#### III. LEAP goals

#### A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours, are performed by persons having their residence within the boundaries of the City of Tacoma, whether or not an Apprentice, or by Apprentices, who are residents of Pierce County, unless as adjusted

per subsection B below.

- 2. Twenty-five percent (25%) of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above shall have work performed by a CEZ Resident; provided, however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in subsection B below.
- 3. If the Project is located within the Tacoma Power Hydro Project Areas, then the additional 25% of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above in subsection A.2 may be work performed by a Resident of the Tacoma Power Hydro Project Areas in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.
- 4. If the Project is within the Tacoma Water Green River Headworks and Watershed Area, then the additional 25% requirement of the Labor Hours or Estimated Labor Hours identified in subsection A.2 above as the LEAP Utilization Goal may be work performed by Apprentices who reside in King County, or by a Resident of the Duwamish and White Center CEZ or of Tacoma Water Green River Headworks and Watershed Area in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.
- 5. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

### B. Adjustments.

Contractors and Service Providers may achieve compliance with their LEAP Utilization Goal obligation through any combination of the following:

- 1. The number of hours worked by a Resident of the CEZ or Seattle's Duwamish and White Center CEZ shall be multiplied by two;
- 2. The number of hours worked by a Tacoma Youth, Tacoma Veteran, or Tacoma Apprentice shall be multiplied by 1.5;
- 3. The number of hours worked by a Resident of Tacoma or a King County Apprentice shall be multiplied by 1;
- 4. The number of hours worked by a Tacoma Power Hydro Project Areas Resident shall be multiplied by 1.
- 5. Should the Contractor or Service Provider be unable to satisfy the subutilization goal requirement that 25 percent of the utilization goal hours be worked by CEZ Residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a Pierce County Apprentice, Pierce County Youth, Pierce County Veteran, Tacoma Power Hydro Project Areas Resident, or Resident of Tacoma, for every unmet, CEZ labor hour until the CEZ deficiency is met. For example, if a Contractor has a total LEAP utilization goal of 20 hours, but is only able to achieve 4 of the 5 sub goal labor hours, then the Contractor must achieve a total of 17 non-CEZ Resident, labor hours to satisfy the deficiency (15 non-sub goal hours plus 2 labor hours for the 1 missed sub goal hour).
- 6. For projects in the Tacoma Water Green River Headworks and Watershed Area, should the Contractor or Service Provider be unable to satisfy the sub-utilization goal requirement that 25 percent of the utilization goal hours be worked by King County Apprentices or Duwamish and White Center CEZ residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a King County Apprentice, or Duwamish and White Center CEZ resident for every unmet, Duwamish and White Center CEZ resident or King County Apprentice labor hour until the deficiency is met.

#### C. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Human Resources Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

Waiver requests shall be considered due to natural disasters, labor workforce shortages or any other reasonable consideration, on a case-by-case basis. Such request shall be made by the Contractor or Service Provider at the earliest point at which the Contractor or Service Provider knows that it will fail to meet the LEAP utilization goal and prior to the release of retainage.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's preapprenticeship and training program.

## D. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

## E. LEAP Goal Adjustments.

- 1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.
- a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the

required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

- b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.
- 2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.
- 3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

#### F. Utilization

Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

#### G. Utilization

Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

H. Emergency

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

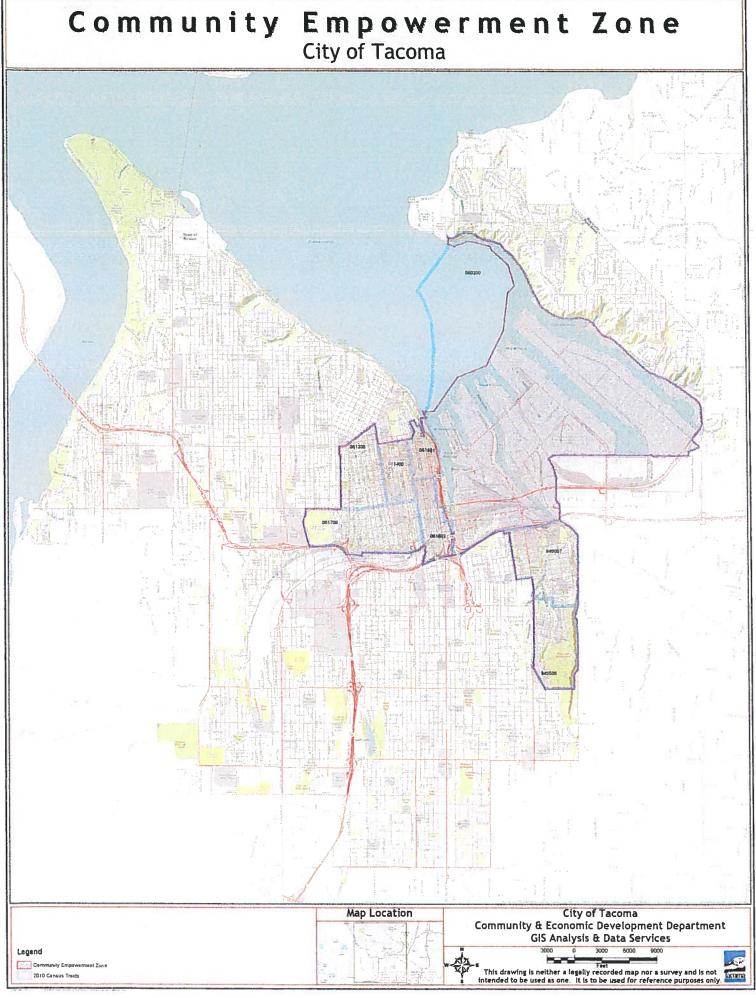
#### I. Conflict With State or Federal Requirements

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

#### IV. MISCELLANEOUS PROVISIONS

- A. Submittals. The Prime Contractor must submit the following reports to the LEAP office in accordance with the Document Submittal Schedule. All reports shall be submitted on the forms supplied and approved by the LEAP Office. The Prime Contractor is responsible for ensuring compliance by all Subcontractors working on the project. Failure to submit said forms may result in the withholding of a progress payment until received
- **B.** Contract Compliance Review. The LEAP Coordinator shall review Prime Contractor and all Subcontractor employment practices during the duration of the contract for compliance with LEAP Program requirements. On-site visits may be conducted, as necessary, to verify compliance with the requirements of the LEAP Program. The Prime Contractor and/or Subcontractor(s) shall not deny to the City the right to interview its employees for the purpose of verifying compliance.
- C. Review Process. Any action by the City, its officers and employees, under the provisions of these Rules and Regulations may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within 20 days of the date of the action upon which the appeal is based, and provided to the City by certified mail, or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the Pierce County Superior Court, of the state of Washington, within 15 days of the Board of Contracts and Awards' decision.
- **D. OTHER CONDITIONS.** The Prime Contractor and all Subcontractor(s) will comply with all relevant federal, state, and local laws, including the appropriate provisions of the State of Washington Labor Code regarding the required ratio of Apprentices to journey-worker(s) as defined therein on the job site.

THESE REGULATIONS SHALL BE EFFECTIVE the <u>17th</u> day of <u>May</u> , 201
CITY OF TACOMA
By 5/29/2013 T.C. Broadnax, City Manager date
By William A. Gaines, Director of Utilities/CEO date



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A Street	800-1499	616.01	Busti Street		602
	1500-2099	602			
	2100-2398 (even)	616.02	E C Street	2400-2999	602
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			E Gregory Street	1600-2499	940007
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			Harper Street		940006
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	1500 2555	1002	Homestead Avenue	3800-5599	940006
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Street)	1900-2899	617	(Martin Luther King,	1900-2899	617
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	701-1899 (odd)	614		1700-2098 (even)	616.02
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	1500 2055	017		2100-3099	616.02
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E M Street			Diaman War		940007
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Wate Avenue		002	Road		552
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Market Street	700-1499	616.01		3539-3799 (odd)	940007
Warker Street	1500-3099	616.02		3801-3999 (odd)	940006
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			Puyallup Waterway		602
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Normal Street	2	602			
			Reardon Drive		940006
O Street	1100-2749	602			

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			Avenue		
S Oakes Street	1900-2799	617	Rimrock Drive		940006
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	3800-5599	940006	Waterway	ļ	602
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	1900-2899	617			
S Steele Street	1900-2899	617			
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E T Street	2800-3799	940007			
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E 22 <sup>nd</sup> Street		602	E 42 <sup>nd</sup> Street		940006
E 23 <sup>rd</sup> Street		602	E 43 <sup>rd</sup> Street	1600-2599	940006
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	200-749	602	E 51 <sup>st</sup> Street	1600-2599	940006
	1300-2000	940007			
E 52 <sup>nd</sup> Street	1600-2599	940006	S 12 <sup>th</sup> Street	1200-2199	613
E 53 <sup>rd</sup> Street	1700-2599	940006	S 13 <sup>th</sup> Street	100-599	616.01
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E 54 <sup>th</sup> Street	1700-2599	940006	*	1200-2199	613
E 55 <sup>th</sup> Street	1900-2599	940006	S 14 <sup>th</sup> Street	100-599	616.01
				600-1199	614
E 56 <sup>th</sup> Street	1900-2599 (odd)	940006		1200-2199	613
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S 11 <sup>th</sup> Street	100-599	616.01		200-599	616.02
	600-1199	614		600-3099	617

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			City of Taconia		
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			S 22 <sup>nd</sup> Street	100-599	616.02
S 12 <sup>th</sup> Street	100-599	616.01		600-3099	617
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	600-1316	617			
S 28 <sup>th</sup> Street	100-599	616.02			
	600-2399	617			
	2401-3099 (odd)	617			
	3101-4399 (odd)	617			
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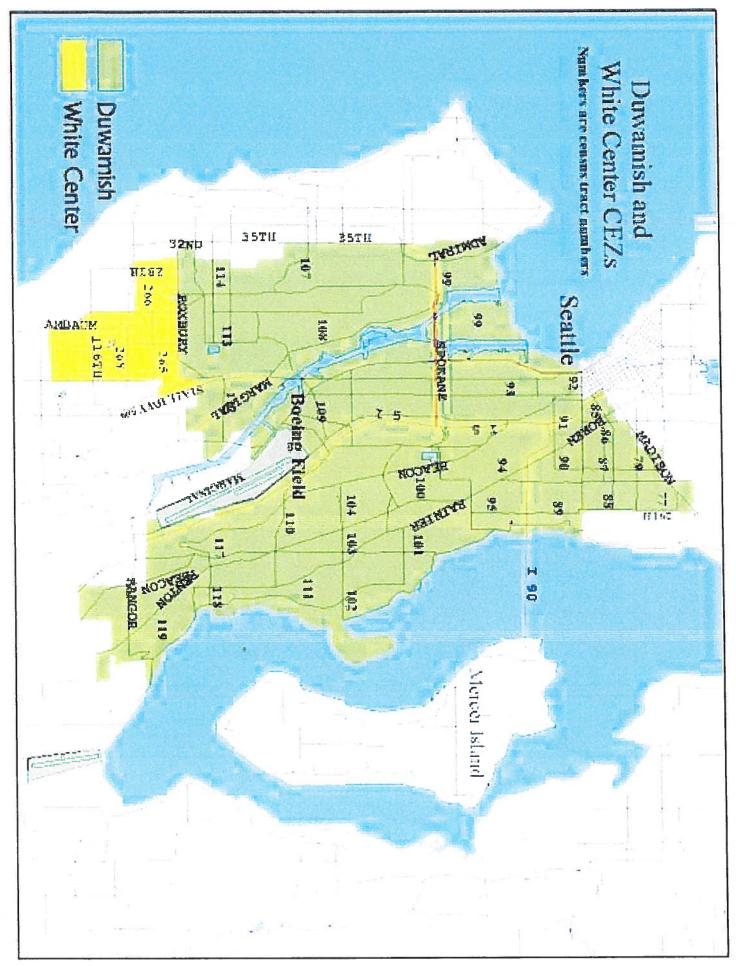


Figure 2

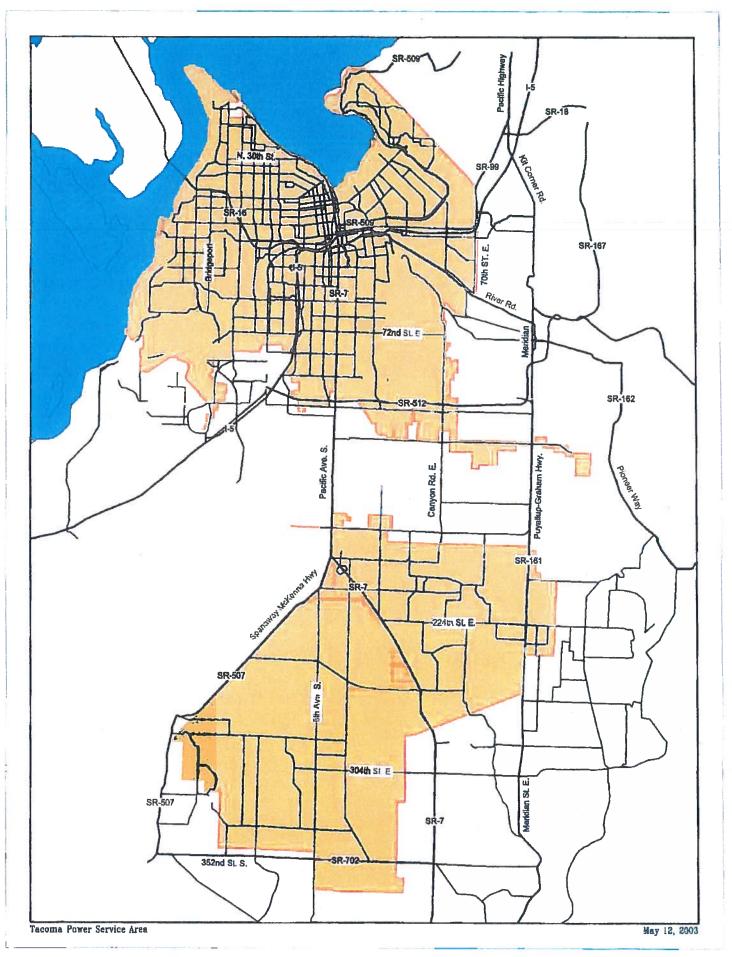


Figure 3

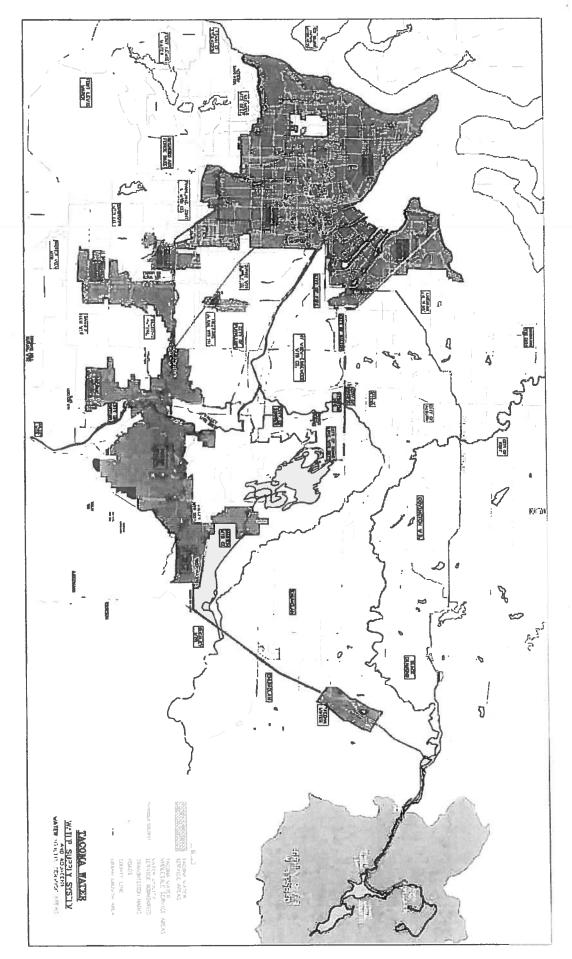


Figure 4

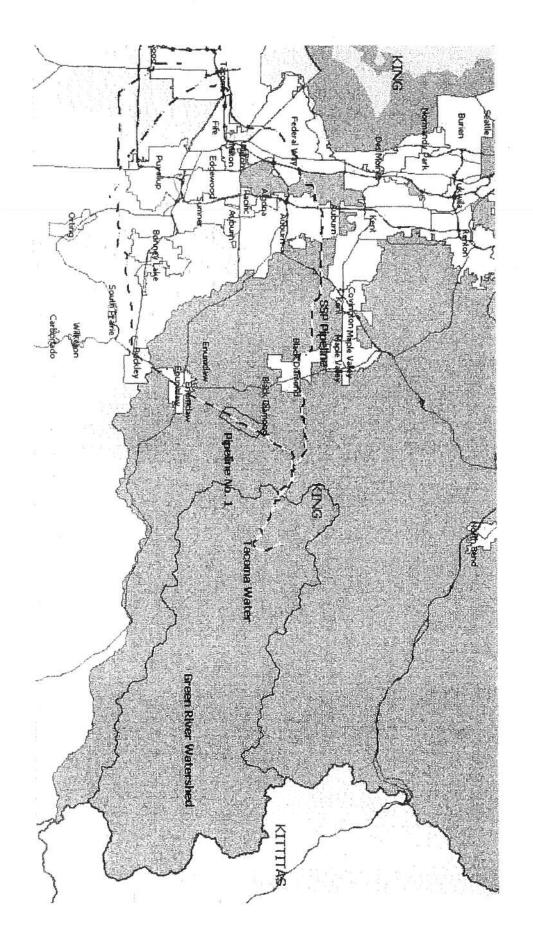


Figure 5



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#### 1 **INTRO.AP1**

IN	JTF	20	'n	U	CI	ΓI <i>(</i>	)	N

2	INTRODUCTION
3 4	The following Amendments and Special Provisions shall be used in conjunction with the 2014 Standard Specifications for Road, Bridge, and Municipal Construction.
4 5 6 7	AMENDMENTS TO THE STANDARD SPECIFICATIONS
8 9 10 11 12	The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.
13 14 15	Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.
16	1-01.AP1
17 18	Section 1-01, Definitions and Terms August 4, 2014
19 20 21 22 23	<ul> <li>1-01.3 Definitions         The definition for "Engineer" is revised to read:         The Contracting Agency's representative who directly supervises the engineering and administration of a construction Contract.     </li> </ul>
24 25	The definition for "Inspector" is revised to read:
26 27	The Engineer's representative who inspects Contract performance in detail.
28 29 30	The definition for "Project Engineer" is revised to read:
31 32	Same as Engineer.
33 34	The definition for "Working Drawings" is revised to read:
35 36 37 38	Drawings, plans, diagrams, or any other supplementary data or calculations, including a schedule of submittal dates for Working Drawings where specified, which the Contractor must submit to the Engineer.
39	1-02.AP1
40 41	Section 1-02, Bid Procedures and Conditions April 7, 2014
42 43	1-02.8(1) Noncollusion Declaration The third paragraph is revised to read:

1 2 3 4	Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal the Bidder is deemed to have certified and agreed to the requirements of the Declaration.
5	1-03.AP1
6 7	Section 1-03, Award and Execution of Contract March 3, 2014
8 9 10	<b>1-03.4 Contract Bond</b> The last word of item 3 is deleted.
11	Item 4 is renumbered to 5.
12 13 14	The following is inserted after item 3 (after the preceding Amendments are applied):
15 16 17	<ol> <li>Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and</li> </ol>
18	1-04.AP1
19 20	Section 1-04, Scope of the Work August 4, 2014
21 22 23	1-04.4 Changes In the third paragraph, item number 1 and 2 are revised to read:
24 25 26	<ul> <li>A. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or</li> </ul>
27 28 29 30	B. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.
31 32 33	The last two paragraphs are deleted.
34 35	This section is supplemented with the following new subsections:
36 37	1-04.4(2) Value Engineering Change Proposal (VECP)
38 39 40 41 42 43 44 45	1-04.4(2)A General A VECP is a Contractor proposed change to the Contract Provisions which will accomplish the projects functional requirements in a manner that is equal to or better than the requirements in the Contract. The VECP may be: (1) at a less cost or time, or (2) either no cost savings or a minor increase in cost with a reduction in Contract time. The net savings or added costs to the Contract Work are shared by the Contractor and Contracting Agency.
46 47	The Contractor may submit a VECP for changing the Plans, Specifications, or other requirements of the Contract. The Engineer's decision to accept or reject all or part

of the proposal is final and not subject to arbitration under the arbitration clause or

If the timesaving proposal also involves deleting work and, as a result, creates a savings for the Contracting Agency, then the Contractor shall also receive one-half of the savings realized through the deletion.

#### 1-04.4(2)C VECP Approval

#### 1-04.4(2)C1 Concept Approval

The Contractor shall submit a written proposal to the Engineer for consideration. The proposal shall contain the following information:

- 1. An explanation outlining the benefit provided by the change(s).
- A narrative description of the proposed change(s). If applicable, the
  discussion shall include a demonstration of functional equivalency or a
  description of how the proposal meets the original contract scope of
  work.
- A cost discussion estimating any net savings. Savings estimates will generally follow the outline below under the section, "Proposal Savings".
- 4. A statement providing the Contracting Agency with the right to use all or any part of the proposal on future projects without future obligation or compensation.
- A statement acknowledging and agreeing that the Engineer's decision to accept or reject all or part of the proposal is final and not subject to arbitration under the arbitration clause or otherwise be subject to claims or disputes.
- 6. A statement giving the dates the Engineer must make a decision to accept or reject the conceptual proposal, the date that approval to proceed must be received, and the date the work must begin in order to not delay the contract. If the Contracting Agency does not approve the VECP by the date specified by the Contractor in their proposal the VECP will be deemed rejected.
- 7. The submittal will include an analysis on other Work that may have costs that changed as a result of the VECP. Traffic control and erosion control shall both be included in addition to any other impacted Work.

After review of the proposal, the Engineer will respond in writing with acceptance or rejection of the concept. This acceptance shall not be construed as authority to proceed with any change contract work. Concept approval allows the Contractor to proceed with the Work needed to develop final plans and other information to receive formal approval and to support preparation of a change order.

#### 1-04.4(2)C2 Formal Approval

The Contractor's submittal to the Engineer for formal approval shall include the following:

- Deleted Work Include the calculated quantities of unit price Work to be deleted. Include the proposed partial prices for portions of lump sum Work deleted. For deletion of force account items include the time and material estimates.
- Added Work Include the calculated quantities of unit price Work to be added, either by original unit Contract prices or by new, negotiated unit prices. For new items of Work include the quantities and proposed prices.
- 3. Contractor's Engineering Costs Submit the labor costs for the engineering to develop the proposal; costs for Contractor employees utilized in contract operations on a regular basis shall not be included.
- 4. Schedule Analysis If the VECP is related to time savings, the Contractor shall submit a partial progress schedule showing the changed Work. The submittal shall also include a discussion comparing the partial progress schedule with the approved progress schedule for the project.
- 5. Working Drawings Type 3 Working Drawings shall be submitted; those drawings which require engineering shall be a Type 3E.

Formal approval of the proposal will be documented by issuance of a change order. The VECP change order will contain the following statements which the Contractor agrees to by signing the change order:

- 1. The Contractor accepts design risk of all features, both temporary and permanent, of the changed Work.
- 2. The Contractor accepts risk of constructability of the changed Work.
- 3. The Contractor provides the Contracting Agency with the right to use all or any part of the proposal on future projects without further obligation or compensation.

VECP change orders will contain separate pay items for the items that are applicable to the Proposal. These are as follows:

- 1. Deleted Work.
- 2. Added Work.
- 3. The Contractor's engineering costs, reimbursed at 100 percent of the Contractor's cost.
- 4. Incentive payment to the Contractor.

When added Work costs exceed Deleted Work costs, but time savings make a viable proposal, then items 3 and 4 above are replaced with the following:

This section's title is revised to read:

## **Working Drawings**

This section is revised to read:

The Contract may require the Contractor to submit Working Drawings for the performance of the Work. Working Drawings shall be submitted by the Contractor electronically to the Engineer in PDF format; drawing details shall be prepared in accordance with conventional detailing practices. If the PDF format is found to be unacceptable, at the request of the Engineer, the Contractor shall provide paper copies of the Working Drawings with drawings on 11 by 17 inch sheets and calculations/text on 8½ by 11 inch sheets.

Working Drawings will be classified under the following categories:

1. **Type 1** – Submitted for Contracting Agency information. Submittal must be received by the Contracting Agency a minimum of 7 calendar days before work represented by the submittal begins.

2. **Type 2** – Submitted for Contracting Agency review and comment. Unless otherwise stated in the Contract, the Engineer will require up to 20 calendar days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall not proceed with the Work represented by the Working Drawing until comments from the Engineer have been addressed.

3. **Type 2E** – Same as a Type 2 Working Drawing with Engineering as described below.

4. **Type 3** – Submitted for Contracting Agency review and approval. Unless otherwise stated in the Contract, the Engineer will require up to 30 calendar days from the date the Working Drawing is received until it is returned to the Contractor. The Contractor shall obtain the Engineer's written approval before proceeding with the Work represented by the Working Drawing.

5. **Type 3E** – Same as a Type 3 Working Drawing with Engineering as described below.

All Working Drawings shall be considered Type 3 Working Drawings except as specifically noted otherwise in the Contract. Unless designated otherwise by the Contractor, submittals of Working Drawings will be reviewed in the order they are received by the Engineer. In the event that several Working Drawings are received simultaneously, the Contractor shall specify the sequence in which they are to be reviewed. If the Contractor does not submit a review sequence for simultaneous Working Drawing submittals, the review sequence will be at the Engineer's discretion.

Working Drawings requiring Engineering, Type 2E and 3E, shall be prepared by (or under the direction of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, and in accordance with WAC 196-23-020. Design calculations shall carry the Professional Engineer's signature and seal, date of signature, and registration

1 2 3	number on the cover page. The cover page shall also include the Contract number, Contract title and sequential index to calculation page numbers.
5 5 6 7	If more than the specified number of days is required for the Engineer's review of any individual Working Drawing or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.
8 9 10 11 12	Review or approval of Working Drawings shall neither confer upon the Contracting Agency nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by rejection or nonapproval of Working Drawings.
13 14	Unit Bid prices shall cover all costs of Working Drawings.
15	1-07.AP1
16 17	Section 1-07, Legal Relations and Responsibilities to the Public January 6, 2014
18 19 20	1-07.2 State Taxes This section is revised to read:
21 22 23 24 25	The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.
26 27 28 29 30 31 32	The Contracting Agency may deduct from its payments to the Contractor, retainage or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf. For additional information on tax rates and application refer to applicable RCWs, WACs or the Department of Revenue's website.
33	1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-
34 35 36	Owned Land This section including title is revised to read:
37 38 39 40 41 42	1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax For Work designated as Rule 171, Use Tax, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Use Tax** under Section 1-07.2(1).

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land

This section including title is revised to read:

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#### 1-07.2(2) State Sales Tax: WAC 458-20-170 - Retail Sales Tax

For Work designated as Rule 170, Retail Sales Tax, the Contractor shall collect from the Contracting Agency, Retail Sales Tax on the full Contract price. The Contracting Agency will automatically add this Retail Sales Tax to each payment to the Contractor and for this reason; the Contractor shall not include the Retail Sales Tax in the unit Bid prices or in any other Contract amount. However, the Contracting Agency will not provide additional compensation to the Prime Contractor or Subcontractor for Retail Sales Taxes paid by the Contractor in addition to the Retail Sales Tax on the total contract amount. Typically, these taxes are collected on items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit Bid prices or in any other Contract amounts.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Retail Sales Tax** under Section 1-07.2(2).

#### 1-07.2(3) Services

This section is revised to read:

Any contract wholly for professional or other applicable services is generally not subject to **Retail Sales Tax** and therefore the Contractor shall not collect **Retail Sales Tax** from the Contracting Agency on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

#### 1-08.AP1

- 26 Section 1-08, Prosecution and Progress
- 27 May 5, 2014

#### 28 1-08.1 Subcontracting

The eighth paragraph is revised to read:

 On all projects, the Contractor shall certify to the actual amounts paid to Disadvantaged, Minority, Women's, or Small Business Enterprise firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This Certification shall be submitted to the Project Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the contract using the application available at: https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation. The monthly report is

nttps://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The ninth paragraph is deleted.

#### 1-10.AP1

- **Section 1-10, Temporary Traffic Control**
- 46 August 4, 2014

#### 47 1-10.1(1) Materials

48 The following material reference is deleted from this section:

#### 1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

### 1-10.2(1) General

In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.

#### 1-10.2(1)B Traffic Control Supervisor

The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

#### 1-10.2(2) Traffic Control Plans

The first paragraph is revised to read:

The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

In the second paragraph, the second sentence is revised to read:

Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

#### 1-10.2(3) Conformance to Established Standards

In the second paragraph, the second sentence is revised to read:

The National Cooperative Highway Research Project (NCHRP) Report 350 and the AASHTO Manual for Assessing Safety Hardware (MASH) have established requirements for crash testing. In the third paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH". In the fourth paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH". In the fifth paragraph, "NCHRP 350" is revised to read "NCHRP 350 or MASH". 1-10.3(1) Traffic Control Labor The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(1)A Flaggers and Spotters

This section's title is revised to read:

**Flaggers** 

The first paragraph is revised to read:

Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

1-10.3(1)B Other Traffic Control Labor

This section is revised to read:

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

1-10.3(3)B Sequential Arrow Signs

This section is supplemented with the following:

A sequential arrow sign is required for all lane closure tapers on a multilane facility. A separate sequential arrow sign shall be used for each closed lane. The arrow sign shall not be used to laterally shift traffic. When used in the caution mode, the four corner mode shall be used.

1-10.3(3)C Portable Changeable Message Signs

This section is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain portable changeable message signs

1 (PCMS). A PCMS shall be placed behind a barrier or guardrail whenever possible, but 2 shall at a minimum provide 4 ft. of lateral clearance to edge of travelled lane and be 3 delineated by channelization devices. The Contractor shall remove the PCMS from the 4 clear zone when not in use unless protected by barrier or guardrail. 5 6 1-10.3(3)F Barrier Drums 7 This section including title is deleted in its entirety and replaced with the following: 8 9 1-10.3(3)F Vacant 10 1-10.3(3)K Portable Temporary Traffic Control Signal 11 12 The fifth paragraph is revised to read: 13 14 The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the 15 results of the operational inspection. 16 17 18 1-10.4(2) Item Bids With Lump Sum for Incidentals 19 In the second paragraph, the first and second sentences are revised to read: 20 21 "Flaggers" will be measured by the hour. Hours will be measured for each flagging 22 station, shown on an approved Traffic Control Plan, when that station is staffed in 23 accordance with Section 1-10.3(1)A. 24 25 The first sentence of the last bulleted item in this section is revised to read: 26 27 Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and 28 Warning Lights and Flashers to carry out approved Traffic Control Plan(s). 29 30 1-10.5(2) Item Bids With Lump Sum for Incidentals 31 This section is deleted and replaced with the following: 32 33 "Traffic Control Supervisor", lump sum. 34 35 The lump sum Contract payment shall be full compensation for all costs incurred by the 36 Contractor in performing the Work defined in Section 1-10.2(1)B. 37 38 "Pedestrian Traffic Control", lump sum. 39 40 The lump sum Contract payment shall be full compensation for all costs incurred by the 41 Contractor in performing the Work for pedestrian traffic control defined in Section 1-10. 42 43 "Flaggers", per hour. 44 45 The unit Contract price, when applied to the number of units measured for this item in 46 accordance with Section 1-10.4(2), shall be full compensation for all costs incurred 47 by the Contractor in performing the Work defined in Section 1-10.3(1)A. 48

"Other Traffic Control Labor", per hour.

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The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

"Construction Signs Class A", per square foot.

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The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that "Do Not Pass" and "Pass With Care" signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item "Sign Covering", then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

"Sequential Arrow Sign", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

"Portable Changeable Message Sign", per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the

"Transportable Attenuator", per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)J except for costs compensated separately under the items "Operation of Transportable Attenuator" and "Repair Transportable Attenuator".

"Operation of Transportable Attenuator", per hour.

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The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

"Repair Transportable Attenuator", by force account.

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All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for "Repair Transportable Attenuator" and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor's operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.

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Embankments widened for the installation of beam guardrail shall be terraced in accordance with the requirements for hillside terraces in Section 2-03.3(14).

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The second sentence is deleted.

Project Engineer on WSDOT Form 350-042.

#### 5-04.3(10)A General

In the first paragraph, "checking" and "cracking" are deleted.

In the third paragraph, the following new sentence is inserted after the second sentence:

Coverage with a steel wheel roller may precede pneumatic tired rolling.

In the third paragraph, the following new sentence is inserted before the last sentence:

Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat.

#### 5-04.3(10)B1 General

In this section, "Project Engineer" is revised to read "Engineer".

The first paragraph is revised to read:

HMA mixture accepted by statistical or nonstatistical evaluation that is used in traffic lanes, including lanes for ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a minimum of 91 percent of the maximum density. The percent of maximum density shall be determined by WSDOT FOP for AASHTO T 729 when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density. The specified level of density attained will be determined by the statistical evaluation of the density of the pavement.

The following four new paragraphs are inserted after the first paragraph:

Tests for the determination of the pavement density will be taken in accordance the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches unless other approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

# 5-04.3(10)B4 Test Results

The first paragraph is revised to read:

The results of all compaction acceptance testing and the CPF of the lot after three sublots have been tested will be available to the Contractor through WSDOT's website.

Determination of the relative density of the HMA with a nuclear density gauge requires a correlation factor and may require resolution after the correlation factor is known.

Acceptance of HMA compaction will be based on the statistical evaluation and CPF so determined.

In the second paragraph, the first sentence is revised to read:

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot.

In the second sentence of the second paragraph, "moisture-density" is revised to read "density".

In the second paragraph, the fourth sentence is deleted.

#### 5-04.4 Measurement

The following new paragraph is inserted after the first paragraph:

Roadway cores will be measured per each for the number of cores taken.

The second to last paragraph is deleted.

#### 5-04.5 Payment

The bid item "Removing Temporary Pavement Marking", per linear foot and paragraph following bid item are deleted.

The following new bid item is inserted before the second to last paragraph:

"Roadway Core", per each.

The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

5-05.AP5

# 40 Section 5-05, Cement Concrete Pavement

**August 4, 2014** 

# 5-05.3(1) Concrete Mix Design for Paving

The second and third rows of the table in item number 3 are revised to read:

Coarse Aggregate	+ 30 Pounds	- 30 Pounds
Fine Aggregate	+ 30 Pounds	- 30 Pounds

#### 5-05.4 Measurement

The fourth paragraph is supplemented with the following new sentence:

1 Tie bars with drill holes in cement concrete pavement placed under the Contract will not 2 be measured. 3 4 **5-05.5** Payment 5 The paragraph following the Bid item "Tie Bar with Drill Hole", per each is supplemented with 6 the following new sentence: 7 8 All costs for tie bars with drill holes in cement concrete pavement placed under the 9 Contract shall be included in the unit Contract price per cubic yard for "Cement Conc. 10 Pavement". 11 6-02.AP6 12 13 **Section 6-02, Concrete Structures** August 4, 2014 14 15 6-02.3(1) Classification of Structural Concrete 16 In paragraph two, item number 1 is revised to read: 17 18 Mix design and proportioning specified in Sections 6-02.3(2), 6-02.3(2)A and 6-19 02.3(2)A1. 20 21 Item number 3 is renumbered to 4. 22 23 After the preceding Amendments are applied, the following new numbered item is inserted 24 after item number 2: 25 26 Temperature and time for placement requirements specified in Section 6-02.3(4)D. 27 28 6-02.3(2) Proportioning Materials 29 In the third paragraph, the first sentence is revised to read: 30 31 The use of fly ash is required for Class 4000P concrete, except that ground granulated 32 blast furnace slag may be substituted for fly ash at a 1:1 ratio. 33 34 In the table titled "Cementitious Requirement for Concrete", the row beginning with "4000D" 35 is deleted. 36 37 The fourth paragraph is revised to read: 38 39 When both ground granulated blast furnace slag and fly ash are included in the 40 concrete mix, the total weight of both these materials is limited to 40 percent by weight of the total cementitious material for concrete class 4000A, and 50 percent by weight of 41 the total cementitious material for all other classes of concrete. 42 43 6-02.3(2)A Contractor Mix Design 44 45 The first paragraph is revised to read: 46 47 The Contractor shall provide a mix design in writing to the Engineer for all classes of concrete specified in the Plans except for lean concrete and commercial concrete. No 48 49 concrete shall be placed until the Engineer has reviewed the mix design. The required 50 average 28-day compressive strength shall be selected in accordance with ACI 318.

5 In the fourth paragraph, the fourth sentence is deleted. 6 7 In the sixth paragraph, the first sentence is deleted. 8 9 In the seventh paragraph, the last sentence is deleted. 10 11 The eighth paragraph is revised to read: 12 13 Air content for concrete Class 4000D shall conform to Section 6-02.3(2)A1. For all 14 other concrete, air content shall be a minimum of 4.5 percent and a maximum of 7.5 15 percent for all concrete placed above the finished ground line. 16 The following new sub-section is added: 17 18 19 6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D 20 All Class 4000D concrete shall be a project specific performance mix design conforming 21 to the following requirements: 22 23 1. Aggregate shall use combined gradation in accordance with Section 9-03.1(5) 24 with a nominal maximum aggregate size of 1-1/2 inches. 25 26 2. Permeability shall be less than 2,000 coulombs at 56 days in accordance with 27 AASHTO T 277. 28 29 3. Freeze-thaw durability shall be provided by one of the following methods: 30 a. The concrete shall maintain an air content between 4.5 and 7.5 percent. 31 b. The concrete shall maintain a minimum air content that achieves a 32 durability factor of 90 percent, minimum, after 300 cycles in accordance 33 with AASHTO T 161, Procedure A. This air content shall not be less than 34 3.0 percent. Test samples shall be obtained from concrete batches of a 35 minimum of 3.0 cubic yards. 36 37 4. Scaling shall have a visual rating less than or equal to 2 after 50 cycles in 38 accordance with ASTM C 672. 39 40 5. Shrinkage at 28 days shall be less than 320 micro strain in accordance with 41 AASHTO T 160. 42 43 6. Modulus of elasticity shall be measured in accordance with ASTM C 469. 44 45 7. Density shall be measured in accordance with ASTM C 138.

The Contractor shall submit the mix design in accordance with Section 6-02.3(2)A. The

from either laboratory or concrete plant batches. If concrete plant batches are used, the

submittal shall include test reports for all tests listed above that follow the reporting requirements of the AASHTO/ASTM procedures. Samples for testing may be obtained

minimum batch size shall be 3.0 cubic yards. The Contractor shall submit the mix

Chapter 5, Section 5.3.2. ACI 211.1 and ACI 318 shall be used to determine

proportions. All proposed concrete mixes except Class 4000D shall meet the

requirements in Cementitious Requirement for Concrete in Section 6-02.3(2).

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design to the Engineer at least 30 calendar days prior to the placement of concrete in the bridge deck.

# **6-02.3(4)D** Temperature and Time For Placement The first two sentences are revised to read:

Concrete temperatures shall remain between 55°F and 90°F while it is being placed, except that Class 4000D concrete temperatures shall remain between 55°F and 75°F during placement. Precast concrete that is heat cured in accordance with Section 6-02.3(25)D shall remain between 50°F and 90°F while being placed.

### 6-02.3(5)A General

 The first paragraph is revised to read:

 Concrete for the following applications will be accepted based on a Certificate of Compliance to be provided by the supplier as described in Section 6-02.3(5)B:

1. Lean concrete.

2. Commercial concrete.

3. Class 4000P concrete for Roadside Steel Sign Support Foundations.

4. Class 4000P concrete for Type II, III, and CCTV Signal Standard Foundations that are 12'-0" or less in depth.

5. Class 4000P concrete for Type IV and V Strain Pole Foundations that are 12'-0" or less in depth.

6. Class 4000P concrete for Steel Light Standard Foundations Types A & B.

The following new sentence is inserted at the beginning of the second paragraph:

Slip-form barrier concrete will be accepted based on conformance to the requirements for temperature, air content and compressive strength at 28 days for sublots as tested and determined by the Contracting Agency.

# **6-02.3(5)H Sampling and Testing for Compressive Strength and Initial Curing** The second paragraph is revised to read:

The Contractor shall provide and maintain a sufficient number of cure boxes in accordance with WSDOT FOP for AASHTO T 23 for curing concrete cylinders. The cure boxes shall be readily accessible and no more than 500 feet from the point of acceptance testing, unless otherwise approved by the Engineer. The Contractor shall also provide, maintain and operate all necessary power sources and connections needed to operate the cure boxes. The cure boxes shall be in-place and functioning at the specified temperature for curing cylinders prior to concrete placement. Concrete cylinders shall be cured in the cure boxes in accordance with WSDOT FOP for AASHTO T 23. The cure boxes shall have working locks and the Contractor shall provide the Engineer with one key to each of the locks. Once concrete cylinders are placed in the cure box, the cure box shall not be disturbed until the cylinders have been

1 removed. The Contractor shall retain the cure box Temperature Measuring Device log 2 and provide it to the Engineer upon request. 3 4 The following new paragraph is inserted after the last paragraph: 5 6 All cure box costs shall be incidental to the associated item of work. 7 8 6-02.3(6)A2 Cold Weather Protection 9 The first sentence in the first paragraph is revised to read: 10 11 This Specification applies when the weather forecast on the day of concrete placement 12 predicts air temperatures below 35°F at any time during the 7 days following placement. 13 14 The first sentence of the second paragraph is revised to read: 15 16 The temperature of the concrete shall be maintained above 50°F during the entire 17 curing period or 7 days, whichever is greater. 18 6-02.3(10)D Concrete Placement, Finishing, and Texturing 19 20 This section is supplemented with the following new sub-sections: 21 22 6-02.3(10)D1 Test Slab Using Bridge Deck Concrete 23 After the Contractor receives the Engineer's approval for the Class 4000D concrete mix 24 design, and a minimum of seven calendar days prior to the first placement of bridge 25 deck concrete, the Contractor shall construct a test slab using concrete of the approved 26 mix design. 27 28 The test slab may be constructed on grade, shall have a minimum thickness of eight-29 inches, shall have minimum plan dimensions of 10-feet along all four edges, and shall 30 be square or rectangular. 31 32 During construction of the test slab, the Contractor shall demonstrate concrete sampling 33 and testing, use of the concrete temperature monitoring system, the concrete fogging 34 system, concrete placement system, and the concrete finishing operation. The 35 Contractor shall conduct the demonstration using the same type of equipment to be 36 used for the production bridge decks, except that the Contractor may elect to finish the 37 test slab with a hand-operated strike-board. 38 39 After the construction of the test slab and the demonstration of bridge deck construction 40 operations is complete, the Contractor shall remove and dispose of the test slab in 41 accordance with Sections 2-02.3 and 2-03.3(7)C. 42 43

#### 6-02.3(10)D2 Preparation for Concrete Placement

Before placing bridge approach slab concrete, the subgrade shall be constructed in accordance with Sections 2-06 and 5-05.3(6).

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Before any concrete is placed, the finishing machine shall be operated over the entire length of the deck/slab to check screed deflection. Concrete placement may begin only if the Engineer approves after this test.

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Immediately before placing concrete, the Contractor shall check (and adjust if necessary) all falsework and wedges to minimize settlement and deflection from the

added mass of the concrete deck/slab. The Contractor shall also install devices, such as telltales, by which the Engineer can readily measure settlement and deflection.

# 6-02.3(10)D3 Concrete Placement

The placement operation shall cover the full width of the bridge deck or the full width between construction joints. The Contractor shall locate any construction joint over a beam or web that can support the deck/slab on either side of the joint. The joint shall not occur over a pier unless the Plans permit. Each joint shall be formed vertically and in true alignment. The Contractor shall not release falsework or wedges supporting bridge deck placement sections on either side of a joint until each side has aged as these Specifications require.

Placement of concrete for bridge decks and bridge approach slabs shall comply with Section 6-02.3(6). In placing the concrete, the Contractor shall:

- Place it (without segregation) against concrete placed earlier, as near as
  possible to its final position, approximately to grade, and in shallow, closely
  spaced piles;
- 2. Consolidate it around reinforcing steel by using vibrators before strike-off by the finishing machine;
- 3. Not use vibrators to move concrete;
- 4. Not revibrate any concrete surface areas where workers have stopped prior to screeding;
- 5. Remove any concrete splashed onto reinforcing steel in adjacent segments before concreting them;
- 6. Maintain a slight excess of concrete in front of the screed across the entire width of the placement operation;
- 7. Operate the finishing machine to create a surface that is true and ready for final finish without overfinishing or bringing excessive amounts of mortar to the surface: and
- 8. Leave a thin, even film of mortar on the concrete surface after the last pass of the finishing machine pan.

Workers shall complete all post screeding operations without walking on the concrete. This may require work bridges spanning the full width of the deck/slab.

After removing the screed supports, the Contractor shall fill the voids with concrete (not mortar).

If the surface left by the finishing machine is porous, rough, or has minor irregularities, the Contractor shall float the surface of the concrete. Floating shall leave a smooth and even surface. Float finishing shall be kept to the minimum number of passes necessary to seal the surface. The floats shall be at least 4-feet long. Each transverse pass of the float shall overlap the previous pass by at least half the length of the float. The first floating shall be at right angles to the strike-off. The second floating shall be at right

angles to the centerline of the span. A smooth riding surface shall be maintained across construction joints.

The edge of completed roadway slabs at expansion joints and compression seals shall have a 3/8-inch radius.

After floating, but while the concrete remains plastic, the Contractor shall test the entire deck/slab for flatness (allowing for crown, camber, and vertical curvature). The testing shall be done with a 10-foot straightedge held on the surface. The straightedge shall be advanced in successive positions parallel to the centerline, moving not more than one half the length of the straightedge each time it advances. This procedure shall be repeated with the straightedge held perpendicular to the centerline. An acceptable surface shall be one free from deviations of more than 1/8-inch under the 10-foot straightedge.

If the test reveals depressions, the Contractor shall fill them with freshly mixed concrete, strike off, consolidate, and refinish them. High areas shall be cut down and refinished. Retesting and refinishing shall continue until a surface conforming to the requirements specified above is produced.

6-02.3(10)D4 Monitoring Bridge Deck Concrete Temperature After Placement
The Contractor shall monitor and record the concrete temperature and ambient
temperature hourly for seven calendar days after placement. The Contractor shall
monitor and record concrete temperature by placing two maturity meter temperature
monitoring devices in the bridge deck at locations specified by the Engineer. The
Contractor shall monitor ambient temperature using maturity meters near the locations
where concrete temperature is being monitored. When the bridge deck is being
enclosed and heated to meet cold weather requirements, ambient temperature readings
shall be taken within the enclosure. The Contractor shall submit the concrete
temperature and ambient temperature data to the Engineer in spreadsheet format within
14 calendar days from placing the bridge deck concrete.

The Contractor shall submit the type and model of maturity meter temperature monitoring device, and the associated devices responsible for recording and documenting the temperature and curing time, to the Engineer at least 14 calendar days prior to the pre-concreting conference for the first bridge deck to be cast. The placement and operation of the temperature monitoring devices and associated devices will be an agenda item at the pre-concreting conference for the first bridge deck to be cast.

# 6-02.3(10)D5 Bridge Deck Concrete Finishing and Texturing

Except as otherwise specified for portions of bridge decks receiving an overlay or sidewalk under the same Contract, the Contractor shall texture the surface of the bridge deck as follows:

The Contractor shall texture the bridge deck using diamond tipped saw blades mounted on a power driven, self-propelled machine that is designed to texture concrete surfaces. The grooving equipment shall provide grooves that are  $1/8" \pm 1/64"$  wide,  $3/16" \pm 1/16"$  deep, and spaced at  $3/4" \pm 1/8"$ . The bridge deck shall not be textured with a metal tined comb.

The Contractor shall submit the type of grooving equipment to be used to the Engineer for approval 30 calendar days prior to performing the work. The Contractor shall demonstrate that the method and equipment for texturing the bridge deck will not chip, spall or otherwise damage the deck. The Contractor shall not begin texturing the bridge deck until receiving the Engineer's approval of the Contractor's method and equipment.

Unless otherwise approved by the Engineer, the Contractor shall texture the concrete bridge deck surface either in a longitudinal direction, parallel with centerline or in a transverse direction, perpendicular with centerline. The Contractor shall texture the bridge deck surface to within 3-inches minimum and 15-inches maximum of the edge of concrete at expansion joints, within 1-foot minimum and 2-feet maximum of the curb line, and within 3-inches minimum and 9-inches maximum of the perimeter of bridge drain assemblies.

The Contractor shall contain and collect all concrete dust and debris generated by the bridge deck texturing process, and shall dispose of the collected concrete dust and debris in accordance with Section 2-03.3(7)C.

If the Plans call for placement of a sidewalk or an HMA or concrete overlay on the bridge deck, the Contractor shall produce the final finish of these areas by dragging a strip of damp, seamless burlap lengthwise over the bridge deck or by brooming it lightly. Approximately 3-feet of the drag shall contact the surface, with the least possible bow in its leading edge. It shall be kept wet and free of hardened lumps of concrete. When the burlap drag fails to produce the required finish, the Contractor shall replace it. When not in use, it shall be lifted clear of the bridge deck.

After the bridge deck has cured, the surface shall conform to the surface smoothness requirements specified in Section 6-02.3(10)D3.

The surface texture on any area repaired to address out-of-tolerance surface smoothness shall match closely that of the surrounding bridge deck area at the completion of the repair. Methods used to remove high spots shall cut through the mortar and aggregate without breaking or dislodging the aggregate or causing spalls.

# 6-02.3(10)D6 Bridge Approach Slab Finishing and Texturing

Bridge approach slabs shall be textured either in accordance with Section 6-02.3(10)D5, or using metal tined combs in the transverse direction, except bridge approach slabs receiving an overlay in the same Contract shall be finished as specified in Section 6-02.3(10)D5 only.

The comb shall be made of a single row of metal tines. It shall leave striations in the fresh concrete approximately 3/16-inch deep by 1/8-inch wide and spaced approximately 1/2-inch apart. The Engineer will decide actual depths at the site. If the comb has not been approved, the Contractor shall obtain the Engineer's approval by demonstrating it on a test section. The Contractor may operate the combs manually or mechanically, either singly or with several placed end to end. The timing and method used shall produce the required texture without displacing larger particles of aggregate.

Texturing shall end 2-feet from curb lines. This 2-foot untextured strip shall be hand finished with a steel trowel.

Surface smoothness, high spots, and low spots shall be addressed as specified in Section 6-02.3(10)D5. The surface texture on any area cut down or built up shall match closely that of the surrounding bridge approach slab area. The entire bridge approach slab shall provide a smooth riding surface.

# 6-02.3(11) Curing Concrete

Items number 1 through 4 are deleted and replaced with the following 5 new numbered items:

 Bridge sidewalks, roofs of cut and cover tunnels — curing compound covered by white, reflective type sheeting or continuous wet curing. Curing by either method shall be for at least 10 days.

2. Bridge decks — See Section 6-02.3(11)B.

3. Bridge approach slabs (Class 4000A concrete) - 2 coats of curing compound and continuous wet cure for at least 10-days.

4. Concrete barriers and rail bases - See Section 6-02.3(11)A.

5. All other concrete surfaces — continuous wet cure for at least three days.

In the second paragraph, the first sentence is replaced with the following three new sentences:

 During the continuous wet cure, the Contractor shall keep all exposed concrete surfaces saturated with water. Formed concrete surfaces shall be kept in a continuous wet cure by leaving the forms in place. If forms are removed during the continuous wet cure period, the Contractor shall treat the concrete as an exposed concrete surface.

The third paragraph is revised to read:

When curing Class 4000A, two coats of curing compound that complies with Section 9-23.2 shall be applied immediately (not to exceed 15 min.) after tining any portion of the bridge approach slab. The continuous wet cure shall be established as soon as the concrete has set enough to allow covering without damaging the finish.

In the fifth paragraph, the first sentence is revised to read:

If the Plans call for an asphalt overlay on the bridge approach slab, the Contractor shall use the clear curing compound (Type 1, Class B), applying at least 1 gallon per 150 square feet to the concrete surface.

The eighth paragraph is deleted.

# 6-02.3(11)B Curing Bridge Decks

 This new section is supplemented with the following new sub-sections:

# 6-02.3(11)B1 Equipment

 The Contractor shall maintain a wet sheen, without developing pooling or sheeting water, using a fogging apparatus consisting of pressure washers with a minimum nozzle output of 1,500 psi, or other means approved by the Engineer.

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51 52 The Contractor shall submit a bridge deck curing plan to the Engineer a minimum 14 calendar days prior to the pre-concreting conference. The Contractor's plan shall describe the sequence and timing that will be used to fog the bridge deck, apply presoaked burlap, install soaker hoses and cover the deck with white reflective sheeting.

# 6-02.3(11)B2 Curing

The fogging apparatus shall be in place and charged for fogging prior to beginning concrete placement for the bridge deck.

The Contractor shall presoak all burlap to be used to cover the deck during curing.

Immediately after the finishing machine passes over finished concrete, the Contractor shall implement the following tasks:

- 1. The Contractor shall fog the bridge deck while maintaining a wet sheen without developing pooling or sheeting water.
- 2. The Contractor shall apply the presoaked burlap to the top surface to fully cover the deck without damaging the finish, other than minor marring of the concrete surface. The Contractor shall not apply curing compound.
- 3. The Contractor shall continue to keep the burlap wet by fog spraying until the burlap is covered by soaker hoses and white reflective sheeting. The Contractor shall place the soaker hoses and whiter reflective sheeting after the concrete has achieved initial set. The Contractor shall charge the soaker hoses frequently so as to keep the burlap covering the entire deck wet during the course of curing.

As an alternative to tasks 2 and 3 above, the Contractor may propose a curing system using proprietary curing blankets specifically manufactured for bridge deck curing. Details of the proprietary curing blanket system, including product literature and details of how the system is to be installed and maintained, shall be submitted to the Engineer for approval.

The wet curing regime as described shall remain in place for at least 14 consecutive calendar days.

# 6-02.3(12)A Construction Joints in New Construction

The third paragraph is deleted and replaced with the following three new paragraphs:

If the Plans require a roughened surface on the joint, the Contractor shall strike it off to leave grooves at right angles to the length of the member. Grooves shall be installed using one of the following options:

- 1. Grooves shall be ½ to 1 inch wide, ¼ to ½ inch deep, and spaced equally at twice the width of the groove. Grooves shall terminate approximately 1 ½inches from the face of concrete.
- 2. Grooves shall be 1 to 2 inches wide, a minimum of ½-inch deep, and spaced a maximum of three times the width of the groove. Grooves shall terminate approximately 1 ½-inches from the face of concrete.

If the Engineer approves, the Contractor may use an alternate method to produce a roughened surface on the joint, provided that such an alternate method leaves a roughened surface of at least a 1/4-inch amplitude.

If the first strike-off does not produce the required roughness, the Contractor shall repeat the process before the concrete reaches initial set. The final surface shall be clean and without laitance or loose material.

6-02.3(15) Date Numerals

The third sentence in the first paragraph is revised to read:

When an existing Structure is widened or when traffic barrier is placed on an existing Structure, the date shall be for the year in which the original Structure was completed.

# 6-02.3(16) Plans for Falsework and Formwork

This section is revised to read:

The Contractor shall submit all plans for falsework and formwork as Type 2E Working Drawings. Submittal is not required for footing or retaining wall formwork if the wall is 4 feet or less in height (excluding pedestal height).

The design of falsework and formwork shall be based on:

- 1. Applied loads and conditions which are no less severe than those described in Section 6-02.3(17)A, Design Loads;
- 2. Allowable stresses and deflections which are no greater than those described in Section 6-02.3(17)B, Allowable Stresses and Deflections;
- 3. Special loads and requirements no less severe than those described in Section 6-02.3(17)C, Falsework and Formwork at Special Locations;
- 4. Conditions required by other Sections of 6-02.3(17), Falsework and Formwork.

The falsework and formwork plans shall be scale drawings showing the details of proposed construction, including: sizes and properties of all members and components: spacing of bents, posts, studs, wales, stringers, wedges and bracing; rates of concrete placement, placement sequence, direction of placement, and location of construction joints; identification of falsework devices and safe working loads as well as identification of any bolts or threaded rods used with the devices including their diameter, length, type, grade, and required torque. The falsework plans shall show the proximity of falsework to utilities or any nearby Structures including underground Structures. Formwork accessories shall be identified according to Section 6-02.3(17)H, Formwork Accessories. All assumptions, dimensions, material properties, and other data used in making the structural analysis shall be noted on the drawing.

The Contractor shall furnish associated design calculations to the Engineer as part of the submittal. The design calculations shall show the stresses and deflections in load supporting members. Construction details which may be shown in the form of sketches on the calculation sheets shall be shown in the falsework or formwork drawings as well. Falsework or formwork plans will be rejected in cases where it is necessary to refer to

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- 1. The initials and dates of all participating design professionals.
- 2. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.
- 3. The Contract number, Contract title, and sequential sheet number. These shall also be on any related documents.
- 4. Identify where the falsework and formwork plan will be utilized by referencing Contract Plan sheet number and related item or detail.

# 6-02.3(16)A Nonpreapproved Falsework and Formwork Plans

This section, including title, is deleted in its entirety and replaced with the following:

6-02.3(16)A Vacant

# 6-02.3(16)B Preapproved Formwork Plans

This section, including title, is revised to read:

# 6-02.3(16)B Pre-Contract Review of Falsework and Formwork Plans

The Contractor may request pre-contract review of formwork plans for abutments, wingwalls, diaphragms, retaining walls, columns, girders and beams, box culverts, railings, and bulkheads. Plans for falsework supporting the bridge deck for interior spans between precast prestressed concrete girders may also be submitted for pre-contract review.

To obtain pre-contract review, the Contractor shall electronically submit drawings and design calculations in PDF format directly to:

BridgeConstructionSupport@wsdot.wa.gov

The Bridge and Structures Office, Construction Support Engineer will return the falsework or formwork plan to the Contractor with review notes, an effective date of review, and any revisions needed prior to use. For each contract on which the prereviewed falsework or formwork plans will be used, the Contractor shall submit a copy to the Engineer. Construction shall not begin until the Engineer has given concurrence.

If the falsework or formwork being constructed has any deviations to the preapproved falsework or formwork plan, the Contractor shall submit plan revisions for review and approval in accordance with Section 6-02.3(16).

# 6-02.3(17)A Design Loads

The fifth paragraph is revised to read:

Live loads shall consist of a minimum uniform load of not less than 25 psf, applied over the entire falsework plan area, plus the greater of:

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1	1. Actual weights of the deck finishing equipment applied at the rails, or;
2 3 4	<ol><li>A minimum load of 75 pounds per linear foot applied at the edge of the bridge deck.</li></ol>
5 6 7	6-02.3(17)J Face Lumber, Studs, Wales, and Metal Forms The second to last paragraph is deleted.
8 9 10	6-02.3(17)O Early Concrete Test Cylinder Breaks The third paragraph is revised to read:
11 12 13	The cylinders shall be cured in the field in accordance with WSDOT FOP for AASHTO T 23 Section 10.2 Field Curing.
14 15 16	<b>6-02.3(20)</b> Grout for Anchor Bolts and Bridge Bearings The first five paragraphs are deleted and replaced with the following two new paragraphs:
17 18 19 20	Grout shall conform to Section 9-20.3(2) for anchor bolts and for bearing assemblies with bearing plates. Grout shall conform to Section 9-20.3(3) for elastomeric bearing pads and fabric pad bearings without bearing plates.
21 22 23 24	Grout shall be a workable mix with a viscosity that is suitable for the intended application. The Contractor shall receive approval from the Engineer before using the grout.
25 26 27	<b>6-02.3(26)F Prestressing Reinforcement</b> The last sentence in the fourth paragraph is revised to read:
28 29 30 31	If the prestressing reinforcement will not be stressed and grouted for more than 7 calendar days after it is placed in the ducts, the Contractor shall place an approved corrosion inhibitor conforming to Federal Specification MIL-I-22110C in the ducts.
32 33 34 35	<b>6-02.5 Payment</b> In the paragraph following the bid item "Commercial Concrete", per cubic yard the second sentence is revised to read:
36 37 38 39	All costs in connection with concrete curing, and furnishing and applying pigmented sealer to concrete surfaces as specified, shall be included in the unit contract price per cubic yard for "Conc. Class".
40 41 42 43	The following new paragraph is inserted after the bid item "Superstructure (name bridge)", lump sum:
44 45 46 47 48	All costs in connection with constructing, finishing and removing the bridge deck test slab as specified in Section 6-02.3(10)D1 shall be included in the lump sum Contract price for "Superstructure" or "Bridge Deck" for one bridge in each project, as applicable.

The bid item "Cure Box", lump sum and paragraph following bid item are deleted.

# 2 Section 6-03, Steel Structures

3 August 4, 2014

# 6-03.3(25)A3 Ultrasonic Inspection

The following new paragraph is inserted before the last paragraph:

A minimum of 30 percent of complete penetration vertical welds on steel column jackets thicker than 5/16-inch, within 1.50 column jacket diameter of the top and bottom of each column, shall be inspected. If any rejectable flaws are found, 100 percent of the weld within the specified limits shall be inspected. The largest column cross section diameter for tapered column jackets shall constitute one column jacket diameter.

# 6-03.3(25)A4 Magnetic Particle Inspection

Items number 3 and 4 are revised to read:

3. Complete penetration groove welds on plates  $\frac{5}{16}$ -inch or thinner (excluding steel column jackets) shall be 100 percent tested by the magnetic particle method. Testing shall apply to both sides of the weld, if backing plate is not used. The ends of each complete penetration groove weld at plate edges shall be tested by the magnetic particle method.

4. A minimum of 30 percent of complete penetration vertical welds on steel column jackets <sup>5</sup>/<sub>16</sub>-inch or thinner, within 1.50 column jacket diameters of the top and bottom of each column, shall be magnetic particle inspected. The largest column cross section diameter for tapered column jackets shall constitute one column jacket diameter.

The last paragraph is supplemented with the following new sentence:

If any rejectable flaws are found in any test length of item 4 above, 100 percent of the weld within the specified limits shall be inspected.

# 6-03.3(29) Welded Shear Connectors

This section's content is deleted and replaced with the following:

Installation, production control, and inspection of welded shear connectors shall conform to Chapter 7 of the AASHTO/AWS D1.5M/D1.5:2010 Bridge Welding Code. If welded shear connectors are installed in the shop, installation shall be completed prior to applying the shop primer coat in accordance with Section 6-07.3(9)G. If welded shear connectors are installed in the field to a surface prepared in accordance with Section 6-07.3(9)G, no further surface preparation is necessary provided the shear connectors pass the production control testing required by Chapter 7 of the AASHTO/AWS D1.5M/D1.5:2010 Bridge Welding Code.

# 2 Section 6-05, Piling

# 3 March 3, 2014

# **6-05.3(4)** Manufacture of Steel Casings for Cast-In-Place Concrete Piles This section is revised to read:

The diameter of steel casings shall be as specified in the Contract. A full-penetration groove weld between welded edges is required.

# 6-05.3(5) Manufacture of Steel Piles

This section is revised to read:

Steel piles shall be made of rolled steel H-pile sections, steel pipe piles, or of other structural steel sections described in the Contract. A full-penetration groove weld between welded edges is required.

# 6-05.3(6) Splicing Steel Casings and Steel Piles

This section is revised to read:

The Engineer will normally permit steel piles and steel casings for cast-in-place concrete piles to be spliced. But in each case, the Contractor shall obtain approval on the need and the method for splicing. Welded splices shall be spaced at a minimum distance of 10 feet. Only welded splices will be permitted.

Splice welds for steel piles shall comply with Section 6-03.3(25) and AWS D1.1/D1.1M, latest edition, Structural Welding Code. Splicing of steel piles shall be performed in accordance with an approved weld procedure. The Contractor shall submit a weld procedure to the Engineer for approval prior to welding. For ASTM A 252 material, mill certification for each lot of pipe to be welded shall accompany the submittal. The ends of all steel pipe piling shall meet the fit-up requirements of AWS D1.1/D1.1M, latest edition, Structural Welding Code Section 5.22.3.1, "Girth Weld Alignment (Tubular)," when the material is spliced utilizing a girth weld.

Splice welds of steel casings for cast-in-place concrete piles shall be the Contractor's responsibility and shall be welded in accordance with AWS D1.1/D1.1M, latest edition, Structural Welding Code. A weld procedure submittal is not required for steel casings used for cast-in-place concrete piles. Casings that collapse or are not watertight, shall be replaced at the Contractor's expense.

6-07.AP6

- 41 Section 6-07, Painting
- **January 6, 2014**

# **6-07.3(10)E Surface Preparation – Full Paint Removal**

44 This section is revised to read:

For structures where full removal of existing paint is specified, the Contractor shall remove any visible oil, grease, and road tar in accordance with SSPC-SP 1.

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This section's content is deleted and replaced with the following two new subsections:

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#### 8-01.3(2)A1 Seeding

Areas to be cultivated are shown in the Plans or specified in the Special Provisions. The areas shall be cultivated to the depths specified to provide a reasonably firm but friable seedbed. Cultivation shall take place no sooner than 2 weeks prior to seeding.

All areas to be seeded, including excavated slopes shall be compacted and prepared unless otherwise specified or ordered by the Engineer. A cleated roller, crawler tractor, or similar equipment that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded.

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The entire area shall be uniformly covered with longitudinal depressions formed perpendicular to the natural flow of water on the slope. The soil shall be conditioned with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.

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Prior to seeding, the finished grade of the soil shall be 1 inch below the top of all curbs. junction and valve boxes, walks, driveways, and other Structures. The soil shall be in a weed free and bare condition.

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All bags of seed shall be brought to the site in sealed bags and shall have seed labels attached showing the seed meets the Specifications. Seed which has become wet. moldy, or otherwise damaged in transit or storage will not be accepted.

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# 8-01.3(2)A2 Temporary Seeding

A cleated roller, crawler tractor, or similar equipment that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded. The entire area shall be uniformly covered with longitudinal depressions formed perpendicular to the natural flow of water on the slope. The soil shall be conditioned with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.

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# 8-01.3(2)B Seeding and Fertilizing

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In the list in the second paragraph, item numbers 1-5 are revised to read:

1. A hydro seeder that utilizes water as the carrying agent, and maintains continuous agitation through paddle blades. It shall have an operating capacity sufficient to agitate, suspend, and mix into a homogeneous slurry the specified amount of seed and water or other material. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles that will provide a uniform distribution of the slurry.

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2. Blower equipment with an adjustable disseminating device capable of maintaining a constant, measured rate of material discharge that will ensure an even distribution of seed at the rates specified.

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3. Helicopters properly equipped for aerial seeding.

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4. Power-drawn drills or seeders.

45 46 5. Areas in which the above methods are impractical may be seeded by hand methods.

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# 8-01.3(2)C Liming

49 50 This section including title is deleted in its entirety and replaced with the following:

1 2	8-01.3(2)C Vacant
3	8-01.3(2)D Mulching
4 5	The first sentence of the second paragraph is revised to read:
6 7 8	Distribution of straw mulch material shall be by means that utilizes forced air to blow mulch material on seeded areas.
9	8-01.4 Measurement
10 11	In the twelfth paragraph, "liming" is deleted.
12	8-01.5 Payment
13 14	The bid item "Liming", per acre is deleted.
15	8-02.AP8
16 17	Section 8-02, Roadside Restoration August 4, 2014
18	8-02.3(1) Responsibility During Construction
19 20	The last sentence of the second paragraph is revised to read:
21	This Work shall include keeping the planted and seeded areas free from insect
22	infestation, weeds or unwanted vegetation, litter, and other debris along with retaining
23 24	the finished grades and mulch in a neat uniform condition.
25	8-02.3(2) Roadside Work Plan
26	This section's title is revised to read:
27	Work Diene
28 29	Work Plans
30	This section's content is deleted in its entirety and replaced with the following new
31	subsections:
32 33	8-02.3(2)A Roadside Work Plan
34	Before starting any Work that disturbs the earth and as described in Sections 8-01, 8-02
35	and 8-03, the Contractor shall submit a roadside work plan. The roadside work plan
36	shall be submitted as a Type 1 Working Drawing and shall define the Work necessary to
37	provide all Contract requirements, including: wetland excavation, soil preparation,
38	habitat structure placement, planting area preparation, seeding area preparation, bark
39	mulch and compost placement, seeding, planting, plant replacement, irrigation, and
40	weed control in narrative form.
41 42	The Roadside Work Plan shall also include a copy of the approved progress schedule.
42 43	The Roadside Work Flair Shall also include a copy of the approved progress scriedule.
<del>4</del> 3	8-02.3(2)B Weed and Pest Control Plan
45	The Weed and Pest Control Plan shall be submitted as a Type 1 Working Drawing. The
46	weed and pest control plan shall include scheduling and methods of all control
47	measures required under the Contract or proposed by the Contractor including soil

preparation methods to meet the required soil surface conditions in the planting, bark

mulch, and wetland areas. The weed control plan shall show general weed control

including hand, mechanical and chemical methods, timing, application of herbicides

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including type, rate, use and timing, mowing, and noxious weed control. Target weeds and unwanted vegetation to be removed shall be identified and listed in the weed control plan.

The plan shall be prepared and signed by a licensed Commercial Pest Control Operator or Consultant when chemical pesticides are proposed. The plan shall include methods of weed control; dates of weed control operations; and the name, application rate, and Material Safety Data Sheets of all proposed herbicides. In addition, the Contractor shall furnish the Engineer with a copy of the current product label for each pesticide and spray adjuvant to be used. These product labels shall be submitted with the weed control plan for approval.

# 8-02.3(2)C Plant Establishment Plan

The Plant Establishment Plan shall be prepared in accordance with the requirements of Section 8-02.3(13) and submitted as a Type 1 Working Drawing. The Plan shall show the proposed scheduling of activities, materials, equipment to be utilized for the first-year plant establishment, and an emergency contact person. The Plan shall include the management of the irrigation system, when applicable. Should the plan become unworkable at any time during the first-year plant establishment, the Contractor shall

# 8-02.3(3) Weed and Pest Control

 This section is supplemented with the following new paragraph:

submit a revised plan prior to proceeding with further Work.

Grass, including grass applied in accordance with Section 8-01, growing within the mulch ring of a plant shall be considered a weed and be controlled on the project in accordance with the weed and pest control plan.

# 8-02.3(4) Topsoil

 The last sentence of the first paragraph is revised to read:

After the topsoil has been spread, all large clods, hard lumps, and rocks 2 inches in diameter and larger, and litter shall be raked up, removed, and disposed of by the Contractor.

The following new paragraph is inserted after the first paragraph:

Topsoil stockpiled for project use shall be protected to prevent erosion and weed growth. Weed growth on topsoil stockpile sites shall be immediately eliminated in accordance with the approved Weed and Pest Control Plan.

# 8-02.3(4)C Topsoil Type C

 The last sentence is revised to read:

 Topsoil Type C shall meet the requirements of Sections 8-02.3(4), 8-02.3(4)B, and 9-14.1(3).

# 8-02.3(13) Plant Establishment

 The first sentence of the second paragraph is deleted.

The second paragraph is supplemented with the following new sentence:

1 2	The 1 calendar year shall be extended an amount equal to any periods where the Contractor does not comply with the plant establishment plan.
3 4 5	The first sentence of the fourth paragraph is revised to read:
6 7 8 9	During the first year of plant establishment under PSIPE (Plant Selection Including Plant Establishment), the Contractor shall meet monthly with the Engineer for the purpose of joint inspection of the planting material on a mutually agreed upon schedule.
10	8-02.5 Payment
11 12	The paragraph following the bid item "Topsoil Type", per acre is revised to read:
13 14 15	The unit Contract price per acre for "Topsoil Type" shall be full payment for all costs for the specified Work.
16 17	The bid item "Plant Establishment Year" is deleted.
18	8-04.AP8
19 20	Section 8-04, Curbs, Gutters, and Spillways August 4, 2014
21 22	8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways The first sentence in the fourth paragraph is revised to read:
23 24 25 26	Expansion joints in the curb or curb and gutter shall be spaced as shown in the Plans, and placed at the beginning and ends of curb returns, drainage Structures, bridges, and cold joints with existing curbs and gutters.
27 28 29	In the third sentence of the fourth paragraph, "1/4-inch" is revised to read "%-inch".
30	8-04.3(1)A Extruded Cement Concrete Curb
31 32	The second sentence in the second paragraph is revised to read:
33 34 35	Cement concrete curbs shall be anchored to the existing pavement by placing steel reinforcing bars 1 foot on each side of every joint.
36 37	The third paragraph is revised to read:
38 39	Steel reinforcing bars shall meet the dimensions shown in the Standard Plans.
40	8-09.AP8
41 42	Section 8-09, Raised Pavement Markers April 7, 2014
43 44	8-09.3(6) Recessed Pavement Marker The following sentence is inserted after the first sentence of the first paragraph:
45 46 47	The Contractor shall ensure that grinding of the pavement does not result in any damage, (e.g. chipping, spalling or raveling) to the pavement to remain.

1	8-20.AP8
2 3 4	Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical August 4, 2014
5 6 7	8-20.2(1) Equipment List and Drawings The fifth paragraph is revised to read:
8 9 10 11 12	The Contractor will not be required to submit shop drawings for approval for light standards and traffic signal standards conforming to the preapproved plans listed in the Special Provisions. The Contractor may use preapproved plans posted on the WSDOT website with a more current revision date than published in the Special Provisions.
13	8-20.3(8) Wiring
14 15	The second sentence in the eleventh paragraph is revised to read:
16 17 18	Every conductor at every wire termination, connector, or device shall have an approved wire marking sleeve bearing, as its legend, the circuit number indicated in the Contract.
19	8-20.3(13)A Light Standards
20 21	In the third paragraph, the last sentence of item number 1 is revised to read:
22 23 24	Conduit shall extend a maximum of 1 inch above the top of the foundation, including grounding end bushing or end bell bushing.
25 26	In the fourth paragraph, the second sentence of item number 1 is revised to read:
27 28 29	Conduits shall be cut to a maximum height of 2 inches above the foundation including grounding end bushing or end bell bushing.
30	8-23.AP8
31 32	Section 8-23, Temporary Pavement Markings April 14, 2014
33 34 35	This section's content is deleted in its entirety and replaced with the following new subsections:
36 37 38 39 40 41	<b>8-23.1 Description</b> The Work consists of furnishing, installing, and removing temporary pavement markings. Temporary pavement markings shall be provided where noted in the Plans; for all lane shifts and detours resulting from construction activities; or when permanent markings are removed because of construction operations.
42 43 44 45	<b>8-23.2 Materials</b> Materials for temporary markings shall be paint, plastic, tape, raised pavement markers or flexible raised pavement markers. Materials for pavement markings shall meet the following requirements:

9-21

Raised Pavement Markers

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1	Temporary Marking Paint	9-34.2(6)
2	Plastic	9-34.3
3	Glass Beads for Pavement Marking Materials	9-34.4
4	Temporary Pavement Marking Tape	9-34.5
5	Temporary Flexible Raised Pavement Markers	9-34.6
6		
7	8.23.3 Construction Requirements	
8		
9	8-23.3(1) General	
10	The Contractor shall select the type of pavement	marking material in accordance
11	with the Contract.	
12	0.00.0(0) D. II. I	
13	8-23.3(2) Preliminary Spotting	for analization or assessed of
14	All preliminary layout and marking in preparation	• •
15	temporary pavement markings shall be the response	onsibility of the Contractor.
16 17	8-23.3(3) Preparation of Roadway Surface	
18	Surface preparation for temporary pavement mai	ckings shall be in accordance with
19	the manufacturer's recommendations.	kings shall be in accordance with
20	the manufacturer 3 recommendations.	
21	8-23.3(4) Pavement Marking Application	
22	o zolo(+) i avollioni marking Application	
23	8-23.3(4)A Temporary Pavement Marking	s – Short Duration
24	Temporary pavement markings – short dura	
25	requirements:	3
26	'	
27	Temporary Center Line – A BROKEN	line used to delineate adjacent
28	lanes of traffic moving in opposite direct	ions. The broken pattern shall be
29	based on a 40-foot unit, consisting of a	4-foot line with a 36-foot gap if
30	paint or tape is used. If temporary raised	d pavement markers are used, the
31	pattern shall be based on a 40-foot unit,	
32	temporary raised pavement markers, ea	ach spaced 3 feet apart, with a 34

line used to delineate adjacent ctions. The broken pattern shall be 4-foot line with a 36-foot gap if ed pavement markers are used, the it, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

**Temporary Edge Line** – A SOLID line used on the edges of Traveled Way. The line shall be continuous if paint or tape is used. If temporary raised pavement markers are used, the line shall consist of markers installed continuously at 5-foot spacing.

**Temporary Lane Line** – A BROKEN line used to delineate adjacent lanes with traffic traveling in the same direction. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap, if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

Lane line and right edge line shall be white in color. Center line and left edge line shall be yellow in color. Edge lines shall be installed only if specifically required in the Contract. All temporary pavement markings shall be retroreflective.

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2 3 4	Paint used for short duration temporary pavement markings shall be applied in one application at a thickness of 15 mils or 108 square feet per gallon. Glass beads shall be in accordance with Section 8-22.3(3)G.
5 6 7	8-23.3(4)A2 Temporary Pavement Marking Tape Application of temporary pavement marking tape shall be in conformance
8 9	with the manufacturer's recommendations.
10 11 12	Black mask pavement marking tape shall mask the existing line in its entirety.
13 14 15 16	8-23.3(4)A3 Temporary Raised Pavement Markers Temporary raised pavement markers are not allowed on bituminous surface treatments.
17 18 19 20	8-23.3(4)A4 Temporary Flexible Raised Pavement Markers Flexible raised pavement markers are required for new applications of bituminous surface treatments. Flexible raised pavement markers are not allowed on other pavement types unless otherwise specified or approved
21 22 23	by the Engineer. Flexible raised pavement markers shall be installed with the protective cover in place. The cover shall be removed immediately after spraying asphaltic material.
24 25 26 27	<b>8-23.3(4)B</b> Temporary Pavement Markings – Long Duration Application of paint, pavement marking tape and plastic for long duration pavement markings shall meet the requirements of Section 8-22.3(3);
28 29 30 31	application of raised pavement markers shall meet the requirements of Section 8-09.3; and application of flexible pavement markings shall be in conformance with the manufacturer's recommendations.
32 33 34	<b>8-23.3(4)C Tolerance for Lines</b> Tolerance for lines shall conform to Section 8-22.3(4).
35	8-23.3(4)D Maintenance of Pavement Markings
36 37	Temporary pavement markings shall be maintained in serviceable condition throughout the project until permanent pavement markings are installed. As
38 39	directed by the Engineer; temporary pavement markings that are damaged, including normal wear by traffic, shall be repaired or replaced immediately.
40 41 42	Repaired and replaced pavement markings shall meet the requirements for the original pavement marking.
43 44	<b>8-23.3(4) E Removal of Pavement Markings</b> Removal of temporary paint is not required prior to paving; all other temporary
45	pavement markings shall be removed.

All temporary pavement markings that are required on the wearing course prior to construction of permanent pavement markings and are not a part of the permanent markings shall be completely removed concurrent with or immediately subsequent to the construction of the permanent pavement markings. Temporary flexible raised pavement markers on bituminous surface

2 conflicts with the alignment of the permanent pavement markings. 3 4 All damage to the permanent Work caused by removing temporary pavement 5 markings shall be repaired by the Contractor at no additional cost to the 6 Contracting Agency. 7 8 8-23.4 Measurement 9 Temporary pavement markings will be measured by the linear foot of each installed line 10 or grouping of markers, with no deduction for gaps in the line or markers and no 11 additional measurement for the second application of paint required for long duration 12 paint lines. Short duration and long duration temporary pavement markings will be 13 measured for the initial installation only; maintenance of lines will not be measured. 14 15 8-23.5 Payment Payment will be made in accordance with Section 1-04.1, for each of the following Bid 16 items that are included in the Proposal: 17 18 19 "Temporary Pavement Marking – Short Duration", per linear foot. 20 21 "Temporary Pavement Marking – Long Duration", per linear foot. 22 23 The unit Contract price per linear foot for "Temporary Pavement Marking – Short 24 Duration" and "Temporary Pavement Marking - Long Duration" shall be full pay for 25 all Work. 26 27 9-03.AP9 28 Section 9-03, Aggregates August 4, 2014 29 30 9-03.1(2)C Use of Substandard Gradings 31 This section including title is deleted in its entirety and replaced with the following: 32 33 Vacant 34 35 9-03.1(4)C Grading 36 In the second paragraph, the first sentence is deleted. 37 38 The third paragraph is deleted. 39 40 9-03.1(5)B Grading 41 The last paragraph is revised to read: 42 43 The Contracting Agency may sample each aggregate component prior to introduction to 44 the weigh batcher or as otherwise determined by the Engineer. Each component will be 45 sieve analyzed separately in accordance with WSDOT FOP for WAQTC/AASHTO Test Method T-27/11. All aggregate components will be mathematically re-combined by the 46 47 proportions (percent of total aggregate by weight) provided by the Contractor on Concrete Mix Design Form 350-040. 48

treatment pavements shall be cut off flush with the surface if their location

# 9-03.8(1) General Requirements

The first paragraph up until the colon is revised to read:

Preliminary testing of aggregates for source approval shall meet the following test requirements:

The list in the first paragraph is supplemented with the following:

Sand Equivalent

45 min.

The following new paragraph is inserted after the first paragraph:

Aggregate sources that have 100 percent of the mineral material passing the No. 4 sieve shall be limited to no more than 5 percent of the total weight of aggregate.

# 9-03.14(3) Common Borrow

This section is revised to read:

Material for common borrow shall consist of granular or nongranular soil and/or aggregate which is free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight. The plasticity index shall be determined using test method AASHTO T 89 and AASHTO T 90.

The material shall meet one of the options in the soil plasticity table below.

# Soil Plasticity Table

Option	Sieve	Percent Passing	Plasticity Index
1	No. 200	0 - 12	N/A
2	No. 200	12.1 - 35	6 or Less
	No.		0 01 Less
3	200	Above 35	0

 All percentages are by weight.

 If requested by the Contractor, the plasticity index may be increased with the approval of the Engineer.

# 9-03.14(4) Gravel Borrow for Structural Earth Wall

In the second table, the row beginning with "pH" is revised to read:

рН	WSDOT Test Method T 417	4.5 - 9	5 – 10

1	9-05.AP9
2	Section 9-05, Drainage Structures and Culverts April 7, 2014
4 5	9-05.13 Ductile Iron Sewer Pipe The first paragraph is deleted.
6 7	9-07.AP9
8 9	Section 9-07, Reinforcing Steel January 6, 2014
10 11 12	9-07.5(2) Corrosion Resistant Dowel Bars (for Cement Concrete Pavement) This section's title is revised to read:
13 14 15	9-07.5(2) Corrosion Resistant Dowel Bars (for Cement Concrete Pavement and Cement Concrete Pavement Rehabilitation)
16	9-09.AP9
17 18	Section 9-09, Timber and Lumber January 6, 2014
19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	<ul> <li>9-09.3(1) General Requirements</li> <li>The fourth paragraph is revised to read:</li> <li>All orders of treated timber and lumber shall be accompanied by a Certificate of Treatment record. The Certificate of Treatment showing conformance to this specification and AWPA standards shall include the following information: <ul> <li>Name and location of the wood preserving company,</li> <li>Customer identification,</li> <li>Date of treatment and charge number,</li> <li>Type of chemical used and amount of retention,</li> <li>Treating process and identification of the Specification used,</li> <li>Boring records verifying treatment penetration for timber and lumber with a nominal dimension of 6" x 6" or larger,</li> <li>Description of material that was treated, and</li> <li>Signature of a responsible plant official.</li> </ul> </li> <li>The fifth paragraph is deleted</li> </ul>
35 36 37 38 39 40 41	The fifth paragraph is deleted.  The first sentence in the last paragraph is revised to read:  All timber and lumber to be used in aquatic environments, unless specified otherwise in the Contract, shall be chemically treated using Western Wood Preservers Institute Best Management Practices (BMPs).

2 Section 9-10, Piling

3 March 3, 2014

# 9-10.5 Steel Piling

This section is revised to read:

The material for rolled steel piling H-piling and pile splices shall conform to ASTM A 36, ASTM A 572 or ASTM A 992. The material for steel pipe piling and splices shall conform to one of the following requirements except as specifically noted in the Plans:

- 1. API 5L Grade X42 or X52 material may be used for longitudinal seam welded or helical (spiral) seam submerged-arc welded pipe piles of any diameter.
- 2. ASTM A 252 Grade 2 or 3 material may be used for longitudinal seam welded or helical (spiral) seam submerged-arc welded pipe piles of any diameter. For the purposes of welding and prequalification of base metal, steel pipe pile designated as ASTM A 252 may be treated as prequalified provided the chemical composition conforms to a prequalified base metal classification listed in Table 3.1 of the AWS D1.1/D1.1M, latest edition, Structural Welding Code, the grade of pipe piling meets or exceeds the grade specified in the Plans, and the carbon equivalent (CE) is a maximum of 0.45-percent.
- 3. ASTM A 572 or ASTM A 588 material may be used for longitudinal seam welded piles of any diameter.

For helical (spiral) seam submerged-arc welded pipe piles, the maximum radial offset of strip/plate edges shall be 1/8 inch. The offset shall be transitioned with a taper weld and the slope shall not be less than a 1 in 2.5 taper. The weld reinforcement shall not be greater than 3/16 inches and misalignment of weld beads shall not exceed 1/8 inch.

Steel soldier piles, and associated steel bars and plates, shall conform to ASTM A 36, ASTM A 572 or ASTM A 992, except as otherwise noted in the Plans.

All steel piling may be accepted by the Engineer based on the Manufacturer's Certificate of Compliance submitted in accordance with Section 1-06.3. The manufacturer's certificate of compliance submittal for steel pipe piles shall be accompanied by certified mill test reports, including chemical analysis and carbon equivalence, for each heat of steel used to fabricate the steel pipe piling.

9-14.AP9

39 Section 9-14, Erosion Control and Roadside Planting

**August 4, 2014** 

**9.14.1 Soil** 

This section, including title, is revised to read:

9-14.1 Topsoil

Topsoil shall not contain any recycled material, foreign materials, or any listed Noxious and Nuisance weeds of any Class designated by authorized State or County officials. Aggregate shall not comprise more than 10% by volume of Topsoil and shall not be greater than two inches in diameter.

rates. Tackifiers shall hydrate in water and readily blend with other slurry materials.

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The Contractor shall provide test results documenting the tackifier meets the requirements for Acute Toxicity, Solvents, and Heavy Metals as required in Table 1 in Section 9-14.4(2). The tests shall be performed at the manufacturer's recommended application rate.

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# 9-14.4(8) Compost

The second paragraph is revised to read:

The Heavy-Duty Junction Box steel frame, lid support and lid fabricated from steel plate and shapes shall be painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3. Ductile iron and gray iron castings shall not be painted.

The following new paragraph is inserted after the second paragraph:

The concrete used in Heavy-Duty Junction Boxes shall have a minimum compressive strength of 4,000 psi.

In the fourth paragraph (after the preceding Amendment is applied), the table is revised to read:

Materials	Requirement
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Lid	ASTM A 786 diamond plate steel, rolled from plate
	complying with ASTM A 572, grade 50 or ASTM A 588, and
	having a min. CVN toughness of 20 ft-lb at 40 degrees F.
	Or
	Ductile iron casting meeting Section 9-05.15
Frame and stiffener plates	ASTM A 572 grade 50 or ASTM A 588, both with min. CVN
	toughness of 20 ft-lb at 40 degrees F
	Or
	Gray iron casting meeting Section 9-05.15
Anchors (studs)	Section 9-06.15
	ACTIVATION ASSETS ASSETTS ASSE
Threaded Anchors for Gray Iron Frame	ASTM F1554 grade 55 Headed Anchor Requirements
Bolts, Studs, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless steel
	grade 302, 304, or 316 in accordance with approved shop
	drawings
Hinges and Locking and Latching	In accordance with approved shop drawings
Mechanism and associated Hardware	
and Bolts	
Safety Bars	In accordance with approved shop drawings
Daicty Dais	in accordance with approved shop drawings

The last paragraph is revised to read:

The bearing seat and lid perimeter shall be free from burrs, dirt, and other foreign debris that would prevent solid seating. Bolts and nuts shall be liberally coated with anti-seize compound. Bolts shall be installed snug tight. The bearing seat and lid perimeter shall be machined to allow a minimum of 75 percent of the bearing areas to be seated with a tolerance of 0.0 to 0.005 inches measured with a feeler gage. The bearing area percentage will be measured for each side of the lid as it bears on the frame.

# 9-29.2(2) Standard Duty and Heavy-Duty Cable Vaults and Pull Boxes This section's title is revised to read:

Small Cable Vaults, Standard Duty Cable Vaults, Heavy-Duty Cable Vaults, Standard Duty Pull Boxes, and Heavy-Duty Pull Boxes

In the first paragraph, the first sentence is revised to read:

9-34.6 Temporary Raised Pavement Markers

47 This section's title is revised to read:

# Special Provisions Water

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# CITY OF TACOMA TACOMA PUBLIC UTILITIES TACOMA WATER

# SPECIAL PROVISIONS FOR WD14-0529F

# MRP 2013-57 72<sup>nd</sup> AVE CT W, ET. AL

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# INTRODUCTION April 1, 2014

The following special provisions shall be used in conjunction with the applicable sections of the 2014 M41-10 Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction and the American Water Works Association (AWWA) Standard Specifications. State Standard Specifications are available through WSDOT, by calling (360) 705-7430, or may be downloaded, free of charge, from this location on the WSDOT home page: www.wsdot.wa.gov/fasc/engineeringpublications/library.htm

Water pipe and pipe appurtenances shall be installed according to "A Guide for the Installation of Ductile Iron Pipe" published by the Ductile Iron Pipe Research Association, except as modified by these specifications or the Engineer.

For further information relating to these Specifications please contact:

Prior to Contract Award: Project Engineer, Ryan Flynn, P.E., Water Distribution LID/Engineering, (253) 396-3111.

After Contract Award: Gary Gates, Tacoma Water Construction Operations Manager, (253) 502-8742.

Also visit the City of Tacoma, Department of Finance, Purchasing Division's website: <a href="www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>

# DESCRIPTION OF WORK (\*\*\*\*\*\*)

The work to be performed under these Specifications consists of furnishing all labor, tools and materials for constructing approximately 3900 linear feet of 8-inch 6-inch and 4-inch water mains together with all necessary valves, specials, etc. all in accordance with these specifications and approved plans. The work is located in 72<sup>nd</sup> Ave. W. from 44<sup>th</sup> St. W to 47<sup>th</sup> St. W, 47<sup>th</sup> St. W from 72<sup>nd</sup> Ave W to 72<sup>nd</sup> Ave. Ct. W., 72<sup>nd</sup> Ave. Ct. W from 44<sup>th</sup> St. W. to end of road south of 47<sup>th</sup> St. W., Westwood Square W. from 44<sup>th</sup> St. W. to 46<sup>th</sup> St. W., 45<sup>th</sup> St. W. from Westwood Square W. to 74<sup>th</sup> Ave. Ct W., from 45<sup>th</sup> St. W. to 46<sup>th</sup> St. W., and in 46<sup>th</sup> St. W. from Westwood Square W. to 74<sup>th</sup> Ave. Ct. W. All located in the SE ½ of Sec.15, T20N, R2E, , WM., Pierce County, WA.

This project is the replacement of existing asbestos cement water main, in the identified area of the City of University Place. All materials required and not listed herein, to be furnished by Tacoma Water, shall be furnished by the Contractor.

# **END OF SECTION**

#### 1-01 DEFINITIONS AND TERMS

#### 1-01.2 Abbreviations

#### 1-01.2(1) Associations and Miscellaneous

This section is supplemented with the following:

DIPRA Ductile Iron Pipe Research Association EWO Extra Work Order LOI Letter of Instruction MRP Main Replacement Project/Program **National Sanitation Foundation** NSF PRP **Public Road Project** RFI Request for Information **Tacoma Public Utilities** TPU **WDP** Water Division Project

#### 1-01.3 Definitions

This section is supplemented with the following:

## **Contracting Agency**

Agency of Government that is responsible for the execution and administration of the contract to include: "City", "City of Tacoma", "Tacoma Public Utilities" and "Tacoma Water".

#### **Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, and wheelchairs.

#### **END OF SECTION**

#### 1-03 AWARD AND EXECUTION OF THE CONTRACT

#### 1-03.3 Execution of Contract

This section is supplemented with the following:

A Pre-construction meeting will be scheduled by Gary Gates, Tacoma Water Construction Operations Manager following review by TPU Legal, Finance Department, City of Tacoma SBE office, City of Tacoma LEAP office, Contract and Awards Board, and award of contract by the Tacoma Public Utility Board. The meeting agenda will cover contract compliance, safety and construction. The Contractor is encouraged to have representatives from his/her sub-contractors and their on-site forepersons in attendance. Contact Gary Gates at (253) 502-8742 concerning questions.

In addition to the contract, performance bond, insurance and other documentation that is required during the contract execution process the Contractor shall submit the following construction documents prior to, or at, the preconstruction meeting.

1.	Approved Traffic Control Plan
2.	Materials Submittals
3.	Storage & Stockpile Site
4.	Emergency Contact List

5.	Unsuitable Disposal Site
6.	Construction Schedule (updated bi-weekly)

#### **END OF SECTION**

#### 1-04 SCOPE OF THE WORK

# 1-04.2 Coordination of Contract Documents, Plans, Special Provisions Specifications and Addenda

The second paragraph is revised to read:

Any inconsistency in the parts of the contract shall be resolved by the following order of precedence (e.g. 1 presiding over 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; 2 presiding over 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12; and so forth):

- 1. Jurisdictional Right of Way Permits
- 2. Addenda
- 3. Proposal Form
- 4. Special Provisions
- 5. Contract Plans/Drawings
- 6. Standard Plans/Drawings
- 7. AWWA Standards
- 8. DIPRA Standards
- 9. City of Tacoma General Provisions
- 10. State Amendments to the Standard Specifications
- 11. Standard Specifications

#### 1-04.3 Requests for Information

This section is added with the following:

All Requests for Information (RFI) from the Contractor to Tacoma Water shall be sent via facsimile directly to Gary Gates, Tacoma Water Construction Operations Manager, fax number (253) 502-8694 or electronically to: <a href="mailto:ggates@cityoftacoma.org">ggates@cityoftacoma.org</a>.

Allow a minimum of five (5) working days from time of receipt by Tacoma Water for a response.

#### 1-04.4 Changes

#### 1-04.4(1) Minor Changes

This section is revised in its entirety with the following:

Minor changes, additional work, or extra work order (EWO) may be initiated by the Contactor or Tacoma Water. At the discretion of Tacoma Water, this procedure for Minor Changes, Additional Work, or Extra Work may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. EWO's not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a Letter of Instruction.

The Contractor must discuss any "extra work" that can be reasonably foreseen with the Construction Inspector and/or Engineer prior to doing the work. The Contractor must submit the field copy extra work orders (EWO) to the Inspector and/or Engineer no later than the end of the next working day after the extra work was performed for review and recording. Formal EWO's may be sent via facsimile directly to Gary Gates, Tacoma Water Construction Operations Manager, fax number (253) 502-8694 or electronically to: <a href="mailto:ggates@cityoftacoma.org">ggates@cityoftacoma.org</a>. The Formal EWO must be sent within five (5) working days of the date the work was performed.

The Formal EWO shall have as a minimum the following:

- Name of Contactor
- Date of Work
- Project Number
- Brief Description of Work
- Approximate location of work
- Contractor's Representative
- Name(s), Job Classification (s), Hour(s) on the extra work, Rate(s) of Pay
- Equipment(s) Used, Hour(s) on the extra work, Equipment Rental Rate(s)
- Extra material used with a copy of vendor's invoice
- Equipment Rental copies
- Itemized cost showing mark up(s)

Do not include sales tax in the computation of the EWO as it will be calculated through the pay estimate.

Failure to submit the formal extra work orders during this time frame will result in non-payment for extra work. Field EWO's given to the Inspector does not constitute approval, only verification of documentation. Extra work orders will comply with the requirements of section 1-09.6.

## 1-04.7 Differing Site Conditions (Changed Conditions)

This section is supplemented with the following:

By entering into the contract, the Contractor represents that he/she has inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the Contractor relating to existing conditions on, under, or to the project and/or site including but not limited to information pertaining to subsurface exploration and conditions, borings, test pits, tunnels and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions shall draw his/her own conclusions from such information and make sure tests, reviews and analyses as he/she deems necessary to understand such conditions and to prepare the Proposal.

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee either expressed or implied that the conditions indicated or otherwise found by the Contractor as a result of any examination or exploration, are representative of those existing throughout the work and/or project site.

The Contractor shall carefully study and compare the contract documents and shall at once report to the City errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the Contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributing costs for correction.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

#### **END OF SECTION**

#### 1-05 CONTROL OF WORK

## 1-05.3 Plans and Drawings

This section is supplemented with the following:

Bidders can request full-size plans by calling Grant Whitley at 253-502-8746. Full size plans are available to all bidders upon request. Copies of requested plans must be picked up by the bidder at Tacoma Water's permit counter.

#### 1-05.5 Submittals

This section is added with the following:

The Contractor shall not install materials or equipment, which require submittals, until reviewed by the Contracting Agency.

A minimum of three (3) copies of submittals are required for water main construction items. These submittals must be approved by Tacoma Water and may be forwarded directly to Grant Whitley, Tacoma Water Utility Services Specialist, 3628 S. 35<sup>th</sup> St., Tacoma, WA 98409-3192. (253) 502-8746.

The following is a summary of submittal requirements. This summary is not inclusive of all submittal requirements. The Contractor shall review each individual section in the applicable provisions or specifications, as noted below, for specific requirements.

Section	Description
1.07	SPCC Plan
1-08	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule of Values
1-10	Traffic Control Plan
2-07.3(1)	Hydrant Permit
5-04	Hot Mix Asphalt
5-05	Concrete Mix Design
5-05	Concrete Joint Plan
7-04	Storm Repair

7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-09	Pipe Materials
7-09	Ductile Iron Fitting Submittals
7-09	Trench Compaction
7-09	Temporary Blow-Offs
7-09	Polyethylene Encasement
7-09	Transition Couplings
7-12	Butterfly Valves
7-12	Gate Valves
7-14	Fire Hydrants
7-17	Sanitary Repair
7-17	Pipe Materials
7-18	Side Sewer Repair
8-01	Street Sweeping
8-01	Storm Water Pollution Prevention Plan (SWPPP)
8-01	Catch Basin Inserts
8-12	Chain Link Fencing
8-22	Traffic Lane Marking
9-03	Crushed Surfacing Top Course
9-03	Crushed Surfacing Base Course
9-03	Sand Bedding

Table 1

# 1-05.7 Removal of Defective and Unauthorized Work (October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

# 1-05.11 Final Inspection

This section is supplemented with the following:

The Tacoma Water Construction Inspection Supervisor will process a final inspection document (punch list) of outstanding items and forward to contractor. Final payment will not be processed until all items from punch list are complete to the satisfaction of the engineer and/or inspector.

# 1-05.13(1) Emergency Contact List

This section is supplemented with the following:

#### Agencies and telephone numbers:

Tacoma Water Emergency	253-502-8384
Ryan Flynn Tacoma Water Project Engineer	253-396-3111
Gary Gates Tacoma Water Construction Operations Ma	anager 253-502-8742
Grant Whitley Tacoma Water Utilities Serv. Spec.	253-502-8746
Tacoma Water Distribution LID/Engineering fax	253-502-8694
Utilities Underground Location Center	800-424-5555
Washington State Dept. of Labor and Industries	253-596-3895
Trent Hill Tacoma Water Safety Office	253-502-8821
Pierce Transit	253-581-8021
Puget Sound Energy-Gas	888-225-5773
Century Link Communications	800-573-1311
AT&T Broadband Information Services	253-856-2996
Tacoma Light Division	253-502-8229
City of University Place Permits	(253) 460-5417
City of University Place Public Works/Engineering	(253) 460-2521
City of University Place Inspector, Tony Richards	(253) 377-9455
City of University Place School District	(253) 566-5600
City of University Place Refuse Service	(253) 564-3212
City of University Place Police DeptUniform Traffic Contr	ol Coordination
-Leslie Wheeler	(253) 798-3206
Pierce County Fire District 3-Rod Pierce, Fire Marshall	(253) 534-3283

#### **END OF SECTION**

#### 1-06 CONTROL OF MATERIAL

## 1-06.4 Handling and Storing Materials

This section is supplemented with the following:

The Contractor shall obtain written approval for the storage site from property owner and provide a copy to Gary Gates, Tacoma Water Construction Operations Manager, prior to start of construction. No gravel, topsoil, mulch, or any other item used in the construction of this project shall be stockpiled on existing or newly constructed streets or sidewalks. All costs to provide a stockpile site shall be incidental to the cost of the contract.

#### **END OF SECTION**

#### 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

# 1-07.1 Laws to be Observed (October 1, 2005 APWA GSP)

This section is supplemented with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

#### 1-07.6 Permits and Licenses

This section is supplemented with the following:

Before beginning and during all phases of work, the Contractor shall obtain and comply with all provisions of the Right of Way permit as issued by the City of University Place for this project. A copy of the Right of Way permit # ROW14-0137 is attached to this specification.

Traffic control plans shall be submitted to the City of University Place, for review and comment. When using the WSDOT Standard "K" Plans, the street names are to be listed on the plans with construction start date and intended working hours.

Water used during construction can be obtained from an approved Tacoma Water fire hydrant. The Contractor will be billed for the water used and shall pay for a "Hydrant Use Permit" and make a deposit on the water meter. The Contractor shall contact the Water Permit Counter at (253) 502-8247, for information regarding water consumption fees, Hydrant Use Permit fees, meter deposits and approved Tacoma Water hydrant locations. Permit fees and deposits shall be paid prior to using an approved Tacoma Water hydrant.

## 1-07.16(2) Vegetation Protection and Restoration

This section is supplemented with the following:

Care shall be taken when directed by the Field Inspector to save existing landscaping and trees. The Contractor shall remove any unnecessary debris and rocks and leave landscaping areas in a prepared fashion. Any necessary landscape restoration shall be completed by Tacoma Public Utility landscape crews.

## 1-07.16(4) Archaeological and Historical Objects

This section is supplemented with the following:

Whenever the Contractor identifies a situation that may involve the discovery of unanticipated cultural resources, the Contractor will immediately cease work and notify the City Inspector. Situations involving the discovery of unanticipated cultural resources include but are not limited to human skeletal remains, Anthropogenic soil horizons (areas showing the influence of humans on nature), occupational surfaces (areas showing evidence of human activity or habitation), midden (dunghill or refuse heap), stone tools or waste flakes (arrowheads or stone chips), bones, burned rocks, other food related material in association with stones tools or flakes, cluster of cans or bottles, tunnels, or logging or agricultural equipment more than 50 years old. The Contractor will take all steps necessary to protect and secure the suspected cultural resource until the City Inspector is able to assess the discovery and determine whether work can resume. Delays of greater than one hour will be considered standby time and will be compensated under the Force Account. If a significant delay is anticipated, the Inspector may direct the Contractor to temporarily abandon the excavation and move to a more distant location to resume work until the situation can be addressed. Tacoma Water will take responsibility for contacting the appropriate state and local agencies.

#### 1-07.17 Utilities and Similar Facilities

The first paragraph is supplemented with the following:

If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other electric utility structure owned by the City of Tacoma, the Contractor shall contact the City of Tacoma, Department of Public Utilities, telephone number 593-8353, and arrange for an inspection before proceeding. The Contractor shall perform, at the Contractor's expense, such additional work as is required to protect the pole or structure from subsidence. The Contractor may be directed to suspend work at the site of any such excavation until such utility structures are adequately protected.

# 1-07.18 Public Liability and Property Damage Insurance

This section is deleted:

# 1-07.23 Public Convenience and Safety

## 1-07.23(1) Construction Under Traffic

This section is supplemented with the following:

All traffic control devices must meet the requirements established by the Manual on Uniform Traffic Control Devices.

The Contractor shall prepare a traffic control plan and submit to the City of University Place for approval a minimum of 3 working days prior to the start of work. The approved traffic control plan must be on site and accessible for inspection at all times by local law enforcement or inspectors. An approved copy of the traffic control plan will be submitted to Gary Gates, Tacoma Water's Construction Operations Manager.

Persons in charge of maintaining or establishing traffic control and channelization must have a certified flagger control card in their possession and must be on the site at all times or be represented by another knowledgeable certified person.

A flagger shall not be used to direct traffic flow through a signalized intersection against the signal indications. When flaggers are used near signalized intersections, care will be used to clear the intersection of traffic before the signal change. In some situations, the local Traffic Engineer may turn the signal to an all way stop for flagger control. Prior approval must be obtained from the local Traffic Engineer.

The Contractor may close non-arterial streets to through traffic, provided that local access is maintained at all times with a minimum of a 20-foot wide access lane. The Contractor shall coordinate any closures and cooperate with the various businesses and/or residences adjacent to the project site. A minimum of one access shall be maintained to all properties at all times.

Whenever, during the course of construction, it becomes necessary because of the nature of the work, for the Contractor to barricade any street or any part thereof, or to place any obstruction which will impede the flow of traffic in any public thoroughfare within and outside the project area, then the Contractor will be required to give notice of the intended interruption to traffic, setting forth the period and necessity.

The Contractor shall coordinate with the Traffic Engineer of the local jurisdiction on all matters pertaining to the movement of vehicular and pedestrian traffic past the project area.

Any permits required for obstruction or closure of thoroughfares shall be obtained by the Contractor at his/her expense.

The Contractor shall at all times exercise adequate precautions for the safety of all persons, including employees, in the performance of this contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations.

Tacoma Water's Inspector and/or Engineer may advise the Contractor and the Public Utilities Safety Officer of any safety violations. It is the Contractor's responsibility to correct the violation. Failure to correct safety violations shall be grounds for a cease order from the Public Utilities Safety Officer, Engineer, or Inspector. Time and wages lost due to such safety shutdowns shall be at the sole cost of the Contractor. Time lost due to cease orders for safety violations will still be counted in the required number of days the Contractor has to complete the contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her sole responsibility to provide the safety of all persons, including his/her employees.

#### 1-07.23(2) Construction and Maintenance of Detours

This section is supplemented with the following:

Detour signing during any allowed road closures shall be in accordance with Detour Plans, when included in the Contract Documents. When plans are not included in the Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the Contractor believes an alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic must be accomplished on streets designated as City Arterials. Detouring of arterial traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall have no claim by reason of a plan being rejected or modified, nor shall there be any additional payment by reason of using a substitute plan.

The Contractor shall notify the Engineer three (3) working days in advance of implementation of any street closures/detours allowed under the Contract. Advance notice signing shall be placed a minimum of three (3) working days prior to implementation of any street closure/detour.

A minimum of three (3) working days prior to any street closure, the Contractor shall notify all entities below:

Pierce Transit	(253) 581-8021
City of University Place Permits	(253) 460-5417
City of University Place Public Works/Engineering	(253) 460-2521
City of University Place Inspector, Micah Ross	(253) 460-5417

City of University Place School District (253) 566-5600
City of University Place Refuse Service (253) 564-3212
City of University Place Police Dept.-Uniform Traffic Control Coordination
-Leslie Wheeler (253) 798-3206
Pierce County Fire District 3-Rod Pierce, Fire Marshall (253) 534-3283

#### **Pedestrian Control and Protection**

If no alternative is proposed within the contract plans, all existing pedestrian routes and access points within the project limits, including sidewalks and crosswalks, shall remain open and clear at all times. The Contractor may propose Traffic Control Plans (TCP's) that comply with the MUTCD, ADA requirements, and these Specifications. Contractor proposed TCP's detailing the alternative accessible pedestrian route shall be approved by the Engineer prior to implementation. The plans will either be returned for correction, approved as noted, or approved for use by the end of a 10-day review period. Each time the plan is returned for correction, an additional 10-day review period may be necessary.

When the Engineer allows work areas to encroach upon a sidewalk or crosswalk area, and minimum clear width of 48-inches cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided. Separation of pedestrians from the work area and vehicular traffic is required.

Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could cause tripping. Ramps, with a maximum slope of 8.3%, shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 2.0%. When the existing facility is illuminated or TCP's requires illumination, illumination shall be provided during the hours of darkness. Retro reflective delineation shall be provided during hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Engineer during construction, an alternate accessible pedestrian route shall be provided that complies with the MUTCD, ADA requirements and these Specifications. The alternate accessible pedestrian route shall not have abrupt changes in grade or terrain. Barriers and channelizing devices shall be detectable to pedestrians who have visual disabilities. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane. Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall be crashworthy and, when struck by vehicles, present a minimum threat to pedestrians, workers, and occupants of impacting vehicles. At no time shall pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic.

In addition the Traffic Control Plan shall address the following:

 All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route.

- The width of the existing pedestrian facility shall be maintained if possible.
   When it is not possible to maintain a minimum width of 60-inches throughout
   the entire length of the pedestrian route, a minimum width of 48-inches shall
   be provided with 60-inch x 60-inch passing zones spaced at maximum
   intervals of 200-feet to allow individuals in wheelchairs to pass.
- Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.
- Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.
- A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than ½-inch in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1 slope.
- When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.
- Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the curb ramp shall be flush with the Roadway. Temporary detectable warning mats shall be installed at street crossings.
- When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.
- Information regarding closed pedestrian routes, alternate crossings, and sign
  and signal information shall be communicated to pedestrians with visual
  disabilities by providing devices such as audible information devices,
  accessible pedestrian signals, or barriers and channelizing devices that are
  detectable to the pedestrians traveling with the aid of a cane or who have low
  vision.
- It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Appropriate signing shall be placed at the intersections prior to any pedestrian route closure.

- If not otherwise stated in the contract provisions, access to transit stops shall be provided and maintained at all times. Transit stops may be temporarily relocated with approval of the transit agency and the Project Engineer.
- At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection, to divert pedestrians across the street. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area.

#### Measurement

There will be no specific unit of measurement for pedestrian control and protection.

#### **Payment**

Payment will be made in accordance with Section 1-04.1 for the following Bid item included in the Proposal:

All costs associated with providing pedestrian control and protection shall be included in the proposal item, "Project Temporary Traffic Control", per lump sum

#### 1-08 PROSECUTION AND PROGRESS

## 1-08.3 Progress Schedule

This section is supplemented with the following:

The contract shall be completed in phases to allow Tacoma Water crews access to begin the service transfer process. All costs for phasing the work and completing the work as specified shall be included in the various bid items of the proposal.

Each phase of this project will be tested, sampled, flushed and put into service in segments. This will allow Tacoma Water crews to start service transfers within that segment immediately following successful testing, sampling and flushing on that segment. The Tacoma Water inspector will coordinate test sections and connections, to insure customers are kept in service and fire protection is not diminished. The Contractor shall be required to make connections and install hydrants as sampled sections become available and services are transferred; not wait until all mainline is constructed.

Please note; Service transfer work by Tacoma Water will not commence until such time as the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main placed in service. For water service transfers, the Contractor shall anticipate one working day per service transfer.

#### 1-08.4 Prosecution of Work

This section is supplemented with the following:

## 1-08.5 Time for Completion

This section is supplemented with the following:

Time is of the essence for this contract; therefore, work shall commence within ten (10) calendar days of the "Notice to Proceed," and all work shall be completed within **forty five (45)** working days thereafter.

If the Contractor elects to start work prior to the expiration of the ten (10) calendar days-waiting period from the date of the official notice to proceed, no working days will be charged during this period.

#### 1-08.5(1) Hours of Work

This section is added with the following:

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be as specified in section 1-08.5(2) or established at the preconstruction conference or as specified by the jurisdictional right-of-way permit.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is required. Such requests shall be submitted to the Engineer no later than seven (7) days prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non-Federal aid projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; Water Distribution support personnel; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

## 1-08.5(2) Project Specific Working Hours

This section is added with the following:

Except as otherwise specified in section 1-08.5(1), this project's working hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday.

## 1-08.7 Maintenance During Suspension

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

#### **END OF SECTION**

#### 1-09 MEASUREMENT AND PAYMENT

#### 1-09.1 Measurement of Quantities

This section is revised to read:

"Lump sum" items, except mobilization, shall be measured and paid on a prorated basis in accordance with water main installation progress as determined by the lineal feet of water main installed on each progress payment. Mobilization lump sum shall be paid in accordance with section 1-09.7.

#### 1-09.6 Force Account

This section is supplemented with the following:

Tacoma Water has estimated the cost of the bid items for "Force Account", and "Force Account-Erosion/Water Pollution Control" and has entered the amounts in the bid proposal to become a part of the total bid by the Contractor. It is for the purpose of providing a common proposal for all bidders and for that purpose only.

#### 1-09.7 Mobilization

This section is supplemented with the following:

Only one (1) mobilization shall be paid and is inclusive of all water and road restoration work.

#### **END OF SECTION**

#### 1-10 TEMPORARY TRAFFIC CONTROL

# 1-10.1(2) Description

Revise the third paragraph to read:

The Contractor shall provide flaggers, signs, portable changeable message signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's

operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

This section is supplemented by the following:

Only uniformed off-duty police officers shall be used to control traffic when it is necessary to override or provide traffic control at signalized intersections.

Existing signs shall not be removed until the Contractor has provided for temporary measures sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of temporary traffic control and street name signs shall be the sole responsibility of the Contractor.

As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be reset in their permanent location. Permanent signs and other traffic control devices damaged or lost by the Contractor shall be replaced or repaired at the Contractor's expense.

## 1-10.2(1)A Traffic Control Management

This section is supplemented with the following:

Traffic control plans (TCP) shall be submitted to the City of University Place for review and comment. When using the WSDOT Standard "K" Plans, the street names are to be listed on the plans with construction start date, the intended working hours and the project number. The WSDOT Standard "K" Plans are available online at the Washington State Department of Transportation website.

When any road closure, lane closure, flagger operation, or sidewalk closure occurs, the Contractor shall refer to "The Traffic Control Handbook" for requirements; located at:

#### http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic Control Handbook.pdf

The Contractor is required to contact the local school district and local transit authority three (3) working days prior to any road closure at the number listed in section 1-05.13(1).

## 1-10.3(3)C Portable Changeable Message Sign

This section is supplemented with the following:

Portable Changeable Message Signs shall be required on arterial streets where construction occurs for durations longer than seven (7) calendar days. Signs shall be solar charged and programmable. Signs shall be provided a minimum of seven (7) calendar days prior to construction and remain through the duration of the construction on the arterial street. Signs shall be provided on each end of the arterial street construction zone notifying oncoming traffic of the construction conditions. All costs associated with providing and maintain the signs for the required duration shall be included in the proposal item, "Project Temporary Traffic Control", per lump sum

#### 1-10.4 Measurement

## 1-10.4(1) Lump Sum Bid for Project (No Unit Items)

This section is supplemented with the following:

Project Temporary Traffic Control, per lump sum.

## 1-10.5 Payment

## 1-10.5(1) Lump Sum Bid for Project (No Unit Items)

The pay item "Project Temporary Traffic Control" This section is supplemented with the following:

"Project Temporary Traffic Control", per lump sum.

The lump sum bid price for "Project Temporary Traffic Control" will include all labor, materials, signs, barricades, flaggers, spotters, uniform police officers, Portable Changeable Message Signs, etc. for all phases of construction and the control and protection of pedestrians. TCS labor is incidental to the contract.

#### **END OF SECTION**

#### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

## 2-01.2(2) Disposal Method No. 2 – Waste Site

This section is supplemented with the following:

All excess material from this contract, disposed at sites within the City of Tacoma, shall be placed in accordance with Ordinance No. 26310 - Section 2.02.330 EXCAVATION AND GRADING Amendment to Appendix Chapter 33 of the 1997 UNIFORM BUILDING CODE. Excess material disposed outside the limits of the City of Tacoma shall be placed in accordance with all applicable state, county and municipal regulations.

All costs associate with wasting the excess material, as required above, shall be included in the contract.

#### **END OF SECTION**

## 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### 2-02.3 Construction Requirements

This section is supplemented with the following:

As indicated on the plans or as directed by the Engineer all old pipe (except wood stave and Asbestos Cement), valves, hydrants and fittings salvaged from replaced pipe lines shall be delivered by the Contractor to the Water Storeroom at South 35th and Union Avenue (Tacoma, WA) at no additional cost. Otherwise, disposal is incidental to the contract.

Salvage methods shall be used which will save all material intact and undamaged.

# 2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

This section is revised to read:

Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all combinations and thicknesses. No additional compensation shall be made for varying combinations and thicknesses.

All costs for the removal and disposal of existing concrete curb, sidewalk, driveways, and alley approaches for the water main or related appurtenances shall be included in the unit contract bid price.

The contractor will be required to saw cut for Tacoma Water service transfers. Additional saw cutting may be necessary in the event that the cement concrete is cracked, damaged, impacted by service transfer/renewal or as directed by the local jurisdiction. All costs shall be included in the unit contract bid price.

Any slurry generated by saw cutting shall be collected by a wet-vacuum and kept out of the storm sewer system. The contractor shall not violate the requirement of WSDOT Standard Specifications, 2010 M 41-10, section 1-07.5 (Fish and Wildlife and Ecology Regulations).

#### 2-02.4 Measurement

This section is revised to read:

Removal and disposal of existing pavement, sidewalks, curbs, and gutters, includes all thicknesses and combinations, will be measured per square yard. This bid item does not include pavement removal for Planing Bituminous Pavement 2-inch depth which will be paid under a separate bid item.

No measurement for removal and reclaiming salvaged material shall be made and shall be considered incidental to the contract.

## 2-02.5 Payment

This section is replaced in its entirety with the following:

Payment will be made in accordance with Section 1-04.1, for the following Bid item when is it included in the Proposal:

"Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations", per square yard.

"Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations", shall include all costs for saw cutting, wheel trenching, hydro hammering, chipping, grinding, etc., the existing street for main construction and hydrant laterals. The wheel trencher may be used for the thicker initial cuts for main/hydrant installation. Additional cuts to square up the permanent patch for concrete base and asphalt concrete will be made after trenching and pouring the concrete base, respectively, when applicable, and will encompass areas disturbed by

service transfers. All costs for additional cuts shall be included in the unit contract bid price.

#### **END OF SECTION**

#### 2-13 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS

This section including title, is added with the following:

#### 2-13.1 Construction Requirements

## 2-13.1(1) General

Whenever the Contractor identifies a situation that may involve contaminated/hazardous wastes, the Contractor will immediately cease work and notify the City Inspector. Situations involving contaminated/hazardous wastes may be identified by uncharacteristic odors, soil appearance, texture, containers such as drums or cans and color. The inspector will seek the assistance of TPU environmental professionals to determine the next course of action. The Contractor will take all steps necessary to protect personnel until all risks are identified and safe work can resume. Delays of greater than one hour will be considered standby time and will be compensated under the Force Account. If significant risks or contaminated/hazardous wastes are encountered requiring significant delays, the inspector may direct the Contractor to temporarily abandon the excavation and move to a more distant location to resume work until the situation can be addressed. Tacoma Water will take responsibility for sampling, testing and identification of proper disposal of all hazardous wastes.

A determination for method of disposal will be made upon receipt of sampling results. Excavated spoils will be the responsibility of the Contractor for proper disposal. All hazardous waste must be disposed in an appropriately licensed solid waste facility. The Contractor must identify the facility they will utilize prior to beginning work.

Transport and Disposal of Contaminated/Hazardous Waste includes all costs for the excavation, transportation and disposal of all excavated material which must be disposed in a solid waste landfill. Payment per ton will be determined by the actual weight delivered to the permitted landfill, which must be listed on the scale ticket from the landfill. The original weight ticket from the landfill must be delivered to the inspector or provided with invoice for payment.

There are no estimated numbers for this item, but the cost will be applied if any waste is encountered. This item is not considered for calculation of the total bid amount. Any costs under this item will be covered under the Force Account item.

#### **END OF SECTION**

#### 5-04 HOT MIX ASPHALT

## 5-04.2 Materials

This section is supplemented with the following:

#### Tack Coat

All coatings for tack coat shall be considered as incidental to and included in the unit contract price for HMA.

## 5-04.3 Construction Requirements

This section is supplemented with the following:

Prior to the first Hot Mix Asphalt (HMA) placement on the project, a pre-paving meeting will be held with the Construction Inspector, Contractor, and Paving Contractor representative. This meeting will establish the lines of communication and provide common knowledge of how the contractor will proceed and what the inspection staff will be expecting. An example of the pre-paving agenda is shown at the end of these Special Provisions.

A minimum of two (2) inches of HMA shall be placed and maintained as temporary surfacing in open cut areas of streets, driveways and sidewalks. Temporary HMA paving shall be done so that the entire pavement cut will receive a temporary patch by the conclusion of the day's work to allow resumption of normal traffic patterns. Temporary paving shall be placed such that it will hold up to heavy traffic for an extended period of time. All paving shall be saw-cut or neat spade prior to excavation.

The Contractor shall maintain a temporary patch while Tacoma Water personnel renew the services and transfer them to the new main, after which he/she shall start with additional street repairs. The Contractor shall make permanent street repairs for all pavement disturbed by Tacoma Water personnel during service renewal/transfer at the unit price bid in the Proposal for those items.

The Contractor shall inform himself/herself of the City of University Place Public Works requirements for surface repairs and adjustment of facilities. Adjustment of facilities and utility structures shall be incidental to the contract.

The Contractor shall restore road surfaces per City of University Place Right of Way permit, a copy is attached to this specification. Typical final street restoration for this project shall be to cut along centerline of road, remove temporary patch along with half of road surface or as directed by Engineer, followed by two inches of roadway excavation. Restoration shall include two inches of compacted CSTC, followed by three inches of compacted HMA and shall include the replacement of HMA wedge curb removed by this contract. There will be no separate bid item for HMA wedge curb.

The Contractor shall restore all drainage ditches, culverts and embankments disturbed by his/her operations. The cost and expense for such restorative work is incidental to the Contract. The permanent street repair will be made to the satisfaction of the local jurisdiction and to its standards as shown in the plans.

The Contractor shall confine his/her operations as much as possible, such that there is minimal damage to existing pavement.

It shall be the Contractor's responsibility to protect the edge of the paved roadway at all times. The expense for pavement repairs beyond the neat line of the trench due to over-excavation or damage to the roadway edge caused by heavy equipment, spoil cleanup or other operations of the Contractor shall be the responsibility of the Contractor.

No permanent street repairs will be made until the services are transferred to the new main. The removal of trench backfill for permanent street repairs will be incidental to the bid, including additional areas disturbed during the service transfers.

Hot Mix Asphalt pavement patches/overlay shall be constructed in all trenches in existing asphalt streets per the patch details on the plan with a self-propelled paving machine.

The bid item "HMA CI. \_\_\_\_\_ PG\_\_\_\_\_, per ton" shall include all costs for labor, and materials to install HMA wedge curbing removed as part of this project. There will be no separate bid item for HMA wedge curb.

# 5-04.3(3)A Material Transfer Device/Vehicle:

This section is deleted.

# 5-04.3(7)A1 General

This section is supplemented with the following:

Verification of the mix design by the Contracting Agency is not required. The Contractor shall determine anti-strip requirements for HMA and provide data for anti-stripping.

The Contractor shall provide a mix design based upon 3 million ESAL's.

## 5-04.3(7)A2 Statistical or Nonstatistical Evaluation

This section is deleted:

# 5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture

## 5-04.3(8)A1 General

The first paragraph is revised to read:

Acceptance of HMA shall be as provided under nonstatistical or commercial evaluations.

The second and third paragraphs are deleted.

The fourth sentence of the fourth paragraph is deleted.

#### 5-04.3(10) Compaction

## 5-04.3(10) A General

This section is supplemented with the following:

During paving operations, a certified compaction testing agency shall be at the project site to take compaction tests. Testing locations shall be identified by street name, approximate station and centerline offsets. Minimum number of tests required shall be based on the criteria of 1 test per 150 lineal feet with a minimum of 2 tests per trench. On-site test results verifying proper compaction will be provided to both the inspector and the contractor prior to commencing the next lift. Copies of compaction tests results reports shall be provided to the Tacoma Water Construction Inspector

within 24 hours. Compaction test results may be sent electronically to facsimile telephone number, (253) 502-8694, to the attention of Gary Gates, or emailed to <a href="mailto:ggates@cityoftacoma.org">ggates@cityoftacoma.org</a>. Compaction test results shall list the Tacoma Water Project No., Specification No., Date and Time of compaction test, and station of the compaction test location

## 5-04.3(10)B1 General

This section is revised to read:

HMA mixture accepted by statistical or nonstatistical evaluation that is used in traffic lanes, including lanes for ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a minimum of 91.0-percent of the reference maximum density as determined by WSDOT FOP for AASHTO T 209. The specified level of density attained will be determined by the non-statistical evaluation of nuclear density tests taken on the day the mix is placed (after completion of the finish rolling).

Compaction tests will be performed at a minimum of 5 various locations, as determined by the Project Engineer, for each 400 tons placed. The locations will be determined by the stratified random sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a CPF less than 0.75, a new compaction sequence will begin at the Contractor's request after the Project Engineer is satisfied that material conforming to the Specifications can be produced. The Compaction Test Procedures will be with the Contractor by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Project Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Cores may be used as an alternate to the nuclear density gauge tests. When cores are taken by the Engineer at the request of the Contractor, the request shall be made by noon of the first working day following placement of the mix. The Engineer shall be reimbursed for the coring expenses.

At the start of paving, if requested by the Contractor, a compaction test section shall be constructed as directed by the Engineer to determine the compactibility of the mix design. Compactibility shall be based on the ability of the mix to attain the specified minimum density (91 percent of the maximum density determined by AASHTO T209). Following determination of compactibility, the Contractor is responsible for the control of

the compaction effort. If the Contractor does not request a test section, the mix will be considered compactible.

HMA constructed under conditions other than listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be compacted to the satisfaction of the Engineer.

## 5-04.3(10)B2 Cyclic Density

This section is deleted:

## 5-04.3(13) Surface Smoothness

The first paragraph is revised to read:

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the overlay shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the overlay shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope of the existing roadway grades.

## 5-04.3(14) Planing Bituminous Pavement

This section is supplemented with the following:

The roadway shall be planed only within the limits identified in the contract documents or where directed by the Engineer.

The beginning and ending of each lane of planing shall be squared off to form a uniform joint. All "fins" and small sections of old pavement remaining around existing castings shall be removed by hand operations, if necessary, to provide a stable edge for overlay pavement.

The Contractor shall provide for safe vehicular travel over existing manholes, valve boxes, etc., during planing operations.

Prior to opening to traffic, any delaminating of existing HMA shall be removed from the site and resulting holes shall be repaired with HMA CI. ½" PG 64-22 and shall be paid under "HMA CI. PG\_\_\_\_\_, per ton". Also, the surface shall be cleaned by sweeping to remove dust and foreign matter. A sweeper shall be present at all times during planing operations. All costs associated with sweeping shall be included in the unit price for the bid item; "Street cleaning".

Pavement removed during planing operations shall not be calculated toward the "Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement. Includes all thicknesses and combinations" bid item.

#### **Damage**

Damage from planing beyond the planing limits or from the Contractor's operations shall be repaired at the Contractor's expense.

# 5-04.3(17) Paving Under Traffic

The second paragraph is supplemented with the following:

No traffic shall be allowed on any newly placed pavement without the approval of the Engineer.

<b>5-04.4 Measurement</b> This section is supplemented with the following:
Temporary HMA Class " PG,inch minimum depth, installed & removed will be measured by the surface square yardage.
HMA CI, will be measured by the ton. Copies of the weigh tickets shall be given to the Construction Inspector daily.
"Planing Bituminous Pavement,inch depth", will be measured per square yard of pavement planed.
<b>5-04.5 Payment</b> This section is replaced in its entirety with the following:
Payment will be made in accordance with Section 1-04.1, for the following Bid item when is it included in the Proposal:
"Temporary HMA Class" PG,inch minimum depth, installed & removed", per square yard.
The unit contract price per square yard for "Temporary HMA Class" PG,inch minimum depth, installed & removed" shall be full compensation for all costs including mobilization, preparation, placement, compaction, maintenance and removal in preparation for permanent street repairs.
"Planing Bituminous Pavement,inch depth", per square yard.
The unit contract price per square yard for "Planing Bituminous Pavement,inch depth" shall be full compensation for all costs incurred to carry out the requirements of Section 5-04.3(14). All costs associated with removal and disposal of the bituminous pavement planings shall be incidental to the contract price for "Planing Bituminous Pavement,inch depth", per square yard.
"HMA CI PG", per ton.
The unit contract price per ton for "HMA CI PG" shall be full compensation for all costs incurred for mobilization, preparation, trimming, preleveling, disposal, hot mix asphalt pavement, sweeping, tack coat, joint sealing, saw-cutting, HMA Wedge Curb installation, pavement compaction tests and fog seals in accordance with the plan details, City of University Place Standard Plans, and WSDOT Standard

Specifications, 2014, M41-10, Section 5-04-3(19). **Please Note**: Included in this bid item are all costs for labor and materials to install HMA wedge curbs removed as part of the contract, no additional payment will be made for HMA wedge curb installation.

# 5-04.5(1) Quality Assurance Price Adjustments

This section is deleted.

#### **END OF SECTION**

# 6-02 CONCRETE STRUCTURES (February 16, 2011 Tacoma GSP)

## 6-02.3(2)B Commercial Concrete

This section is supplemented with the following:

Where concrete Class 3000 is specified for driveways, the Contractor may use commercial concrete.

## 6-02.3(4) Ready-Mix Concrete

The first paragraph is revised to read.

All concrete shall be batched in a prequalified manual, semi-automatic, or automatic plant as described in Section 6-02.3(4)A.

#### **END OF SECTION**

#### 7-04 STORM SEWERS

#### 7-04.3 Construction Requirements

This section is supplemented with the following:

Storm sewers may be encountered at various locations throughout this project. Prior to the start of the storm sewer repair, the Tacoma Water Inspector and/or contractor shall notify Pierce County Sewer. C900 PVC, Ductile Iron or 3034 PVC may be used on storm line repairs. The repair of the storm sewer shall be made three feet outside of the water main trench. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the storm sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and the local jurisdiction.

#### 7-04.4 Measurement

This section is revised in its entirety with the following:

Storm, Sanitary, and Side Sewer Restoration will be measured per each.

## 7-04.5 Payment

This section is revised in its entirety with the following:

"Storm, Sanitary, and Side Sewer Restoration", per each.

"Storm, Sanitary, and Side Sewer Restoration", includes any work and materials required to remove and replace storm, sanitary, and side sewers shall be included in the bid item. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers.

#### **END OF SECTION**

#### 7-09 WATER MAINS

# 7-09.1 Description

The first paragraph is revised to read:

This work consists of constructing water mains 24-inch in diameter and smaller in accordance with the Plans, these Standard Specifications, the Special Provisions and the Standard Plans, at the location shown on the Plans for Tacoma Water.

This section is supplemented with the following:

All pipe, fittings, valves, hydrants and other materials to be installed and placed under these specifications are intended to form a durable section of the distribution system of ample strength and capacity for the operating pressures in the area covered for domestic, commercial and fire protection uses and must be completed in condition to supply potable water of the highest sanitary quality. All material must be selected and the work planned and carried out to accomplish this purpose.

The cost of any item of work to be completed or materials to be furnished on the contract drawings or stated in the project specifications and having no special bid item in the Proposal, shall be considered included in the various bid items of the contract and no separate payment will be made. All materials required and not specifically listed herein to be furnished by Tacoma Water shall be furnished by the Contractor.

Any part of work not specifically covered by these specifications shall be in accordance with the American Water Works Association (AWWA) Standard Specifications and the Ductile Iron Pipe Research Association (DIPRA).

## 7-09.1(1)C Gravel Backfill for Pipe Zone Bedding

This section is supplemented with the following:

Aggregates will conform to the requirements for trench backfill.

# 7-09.1(1)D Pipe Zone Backfill

This section is replaced in its entirety with the following:

Aggregates will conform to the requirements for trench backfill.

#### 7-09.2 Materials

Under the heading Aggregates: "Trench Backfill 9-03.15 or 9-03.19" is revised to read

Trench Backfill shall meet the requirements of Section 9-03.9(3) for Crushed Surfacing Top Course. No recycled material shall be used for water main trench backfill.

This section is supplemented with the following:

All materials shall conform to American Water Works Association (AWWA) and the Ductile Iron Pipe Research Association (DIPRA).

#### 7-09.3 Construction Requirements

#### 7-09.3(1) General

The second, third and fourth sentences are deleted and replaced with the following:

Trench Excavation shall be loaded directly onto trucks. Trench Excavation shall not be stockpiled along the trench or on paved streets, driveways, and sidewalks.

This section is supplemented with the following:

Alignment and grade stakes will be provided by Tacoma Water. The Contractor shall provide a minimum of 5 working days notice for staking by Tacoma Water. Request for survey shall be made through Gary Gates, Tacoma Water Construction Operations Manager, (253) 502-8742. The Contractor shall use a string line to maintain true grade, and alignment between stakes. Use of electronic leveling devices for grade and alignment shall be at the discretion of the Inspector where string line is impractical.

#### 7-09.3(1)B Trench Foundation

This section is added with the following:

Trench areas found to be inadequate for a solid pipe line trench foundation shall be over excavated and quarry spalls shall be placed until an adequate foundation is accomplished then sand bedding. Note, the profile shows the invert elevation of the pipe, not the bottom of the trench.

#### 7-09.3(5) Grade and Alignment

The first sentence of the third paragraph is revised to read:

The depth of trenching for water mains shall be such as to give a minimum cover of 42 inches over the top of pipe unless otherwise specified on the plans, within these Special Provisions, or approved by the Engineer.

## 7-09.3(6) Existing Utilities

This section is supplemented with the following:

The lump sum bid item for of "Test Holes" is for the purpose of pre-determining and resolving conflicts with existing utilities and is required to be completed prior to the water main installation. Proper test holes cannot be accomplished until utility "one call" locates have established and maintained. The selection of methods materials or equipment used for test holes is at the discretion of the contractor. No additional compensation will be made for any particular or specialized equipment or technique utilized by the Contractor. The work shall include all techniques as necessary to field verify and locate all existing utilities, whether shown on the plans or located via one call

utility locates, at all new main crossings. Test-hole excavation shall be done in the presence of the Construction Inspector. Test-hole data shall be provided to the inspector prior to main construction and adequate time given to the engineer to redesign if necessary. If the elevation/alignment of the existing utilities is in conflict with the new main installation, the elevation/alignment design will be adjusted by the engineer/inspector.

Additional compensation for any extra excavation required will be made to the contractor via the Trench Excavation and Disposal item as supplemented in these Special Provisions.

Sanitary side sewers and storm catch basin laterals that are unmarked or not locatable and are damaged during water main construction will be repaired and/or replaced as necessary. Prior to the start of the repair, the Inspector and/or contractor shall notify agency responsible for system and make repairs to their standards and make the repair available for the agencies inspection if required or requested. Repair/replacement/restoration will be at the inspector's discretion and in accordance with sections 7-04, 7-17, 7-18 and the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

## 7-09.3(7) Trench Excavation

The third sentence of the second paragraph of this section is revised to read:

The minimum trench width shall be the nominal pipe diameter plus 16 inches. The maximum trench width shall not exceed 48-inches unless otherwise approved by the Engineer to allow for proper construction of the pipeline, fittings and other appurtenances. The Contractor is advised to refer to the "Installation Guide for Ductile Iron Pipe" published by the Ductile Iron Pipe Research Association for guidance on suggested trench widths for various pipe sizes.

#### 7-09.3(7)A Dewatering of Trench

This section is supplemented with the following:

The Contractor is responsible for having proper and operational equipment for dewatering. The contractor will have operational de-watering equipment on site prior to main shutdown. The cost of all labor, equipment and materials for de-watering shall be included in the various bid items of the contract. No additional compensation will be made for dewatering.

The Contractor is responsible for keeping excavations free from water during construction and disposing of the water in a manner that will not cause injury to public or private property, or to cause a nuisance or a menace to the public. The Contractor shall maintain dry working conditions at all times and under all conditions. Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction. While the excavation is open, the water level shall continuously be maintained at least two (2) feet below the working level. The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts.

All costs associated with dewatering and discharge to the sanitary sewer shall be incidental to Trench Excavation and Disposal, Section 7-09.3(8) of these specifications.

# 7-09.3(7)C Extra Trench Excavation

The 4<sup>th</sup> paragraph of this section is revised to read:

Additional excavations so required shall be classified as Trench Excavation and Disposal.

## 7-09.3(8) Removal and Replacement of Unsuitable Materials

This section heading is revised to read:

## "7-09.3(8) Trench Excavation and Disposal"

This section is supplemented with the following:

Unless specified elsewhere in the plans or special provisions the scope of this Contract shall include the export and disposal of 100% of all excavated materials and the import of 100% of all trench backfill material.

#### 7-09.3(9) Bedding the Pipe

The first sentence of the first paragraph is revised to read:

Pipe zone bedding for water mains shall conform to the requirements for Trench Backfill.

# 7-09.3(10) Backfilling Trenches

This section is supplemented by the following

No recycled material shall be used for trench backfill. Unless otherwise specified, Tacoma Water will require full depth CSTC for trench backfill and compacted in accordance with the 2014 M41-10 Washington State Department of Transportation Standard Specifications. The contractor will be required to provide a current proctor of material for compaction testing. Compaction testing will be paid under a separate bid item. CSTC shall also be placed in areas of existing rock surfacing disrupted by the water main construction and in any other areas where directed by the inspector, and rolled with a power roller.

## 7-09.3(11) Compaction of Backfill

This section is supplemented by the following

Backfill shall be compacted to at least 95-percent of maximum density as specified in Section 2-03.3(14)D.

At locations where paved streets, roadway shoulders, driveways, or sidewalks will be constructed or reconstructed over the trench, the backfill shall be spread in layers and compacted by mechanical tampers. In such cases, the backfill material shall be placed in successive layers not exceeding 12-inches in loose thickness (or as specified in Right of Way Permit), and each layer shall be compacted with mechanical tampers to the density specified herein. Mechanical tampers shall be of the impact type as approved by the Engineer.

Compaction test locations shall be at 150 linear foot intervals, with a minimum of two compaction test locations per trench, or as directed by the Engineer.

At each compaction test location, compaction tests shall be taken on each compacted layer, starting 18-inches above the pipe and finishing at the final ground surface. Each layer shall be compacted to 95% modified proctor density, as verified by compaction testing, before proceeding to place and compact the next layer. Compaction testing will be performed by a licensed testing company with trained personnel in the presence of the Tacoma Water Construction Inspector. Passing test will be based on a current proctor of material used. Costs incurred for any proctor test, and failed compaction test, are the responsibility of the Contractor.

Service transfer work by Tacoma Water will not commence until such time as the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main placed in service.

## 7-09.3(12) General Pipe Installation

The first sentence of the first paragraph is revised to read:

Pipe shall be installed in accordance with the manufacturer's printed specifications and instructions, and to the standards of the AWWA and DIPRA for installing the type of pipe used.

## 7-09.3(14) Cutting Pipe

This section is supplemented with the following:

Short lengths of field cut pipe used for bell and spigot joints shall have a bevel of  $30^{\circ}$  from center and  $\frac{1}{4}$ " from the end.

#### 7-09.3(16) Cleaning and Assembling Joint

This section is supplemented with the following:

Only food-grade pipe lubricant as specified by manufacturer for potable water shall be used on joints. It shall be delivered to the job in closed containers and shall be kept clean. Only the lubricant specified by the pipe manufacturer and approved by AWWA C111/A21.11-95 paragraph. 4.4.4, and NSF/ANSI Standard 61, latest edition, shall be allowed for all rubber gaskets.

## 7-09.3(19)A Connections to Existing Mains

The section is supplemented with the following:

When connecting new mains to existing, the Contractor shall swab out all new material that will go into immediate service with a chlorine solution prior to installation. When shutdowns for connection are required, the contractor will coordinate and schedule with the inspector, a minimum of three working days prior to the scheduled time of shutdown, to allow 48-hour notification to all customers. Cancellations of the shutdown by the contractor after customer notification is made may result in a charge to the contractor for re-notification.

The Contractor is advised that existing valves used to shut down mains for connections are subject to leakage due to age and condition. The Contractor shall be prepared to deal with water from leaking valves encountered. No additional compensation will be made.

The Contractor is advised that only Tacoma Water crews may operate system valves.

The existing pipe shall be kept clean and free of debris as much as possible.

Coordination is an important part of this project so proper notification for shutdowns is necessary, such that they can be scheduled without causing delays to the Contractor or unanticipated interruption of service to Tacoma Water customers.

#### 7-09.3(19)B Maintaining Service

The section is supplemented with the following:

Tacoma Water will furnish all labor and materials necessary to provide temporary (hi-line) mains and services when necessary or as determined by the Construction Inspector. The Contractor may have some down time waiting for services to be hi-lined. No extra compensation will be made to the Contractor for down time due to work by City forces. No time will be charged towards the contract's time of completion while services are transferred.

Where existing services are to be transferred from old to new mains, the work of the Contractor shall be so planned and coordinated with that of Tacoma Water that consumers will be shut off as briefly as possible.

### 7-09.3(21) Concrete Thrust Blocking

This section is supplemented with the following:

Concrete thrust blocking shall conform to Standard Drawing 17-56-1. Concrete used for thrust blocking on mains eight inch and smaller shall meet the requirements of 6-02.3(4)B Jobsite Mixing, with a compressive strength at 28 days of a minimum 3,000 psi. Temporary thrust blocking may be revised or altered as approved by the Tacoma Water Construction Inspector.

## 7-09.3(23) Hydrostatic Pressure Test

Paragraph 13 is revised to read:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide a set of pressure gauges. Testing will conform to DIPRA standards.

# 7-09.3(23)A Testing Extensions From Existing Mains

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide a set of pressure gauges. Testing will conform to DIPRA standards.

#### 7-09.3(23)B Testing Section with Hydrants Installed

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide a set of pressure gauges. Testing will conform to DIPRA standards.

## 7-09.3(24)A Flushing

The second and fourth paragraph are deleted: This section is supplemented with the following:

Tacoma Water crews will flush, sample, and de-chlorinate newly installed water mains. The Contractor is advised that only Tacoma Water crews shall operate system valves.

In laying mains, care shall be taken to insure that the interior of the pipe is kept free of foreign matter or trench water. Upon completion of construction, the line shall be filled slowly under the direction of the Engineer and a pressure test conducted.

Water for testing and disinfection will be furnished without charge to the Contractor at such points as may be designated by the Inspector, in such quantities and at such times as will not interfere with service.

## 7-09.3(24)K Retention Period Flushing

This section is revised to read:

The chlorinated water resulting from the initial filling shall be retained in the line for a period of not less than 24 hours. After this period the chlorine residual at the pipe extremities and at other representative points shall be at least 25 p.p.m. After which Tacoma Water will remove the chlorinated water and thoroughly flush the line. Tacoma Water shall take initial bacterial test samples of water flowing in the line upon completion of the flushing.

A second set of bacterial test samples will be taken after a 24-hour retention period of the water remaining in the pipe after the initial flushing. Should the samples not test free of E coli and zero coli-form bacteria, the line shall be re-disinfected and reflushed, at the expense of the Contractor, until two successive satisfactory samples are obtained.

Forty-eight hours is the minimum time required by the bacteriological laboratory to process samples.

#### 7-09.3(24)N Final Flushing and Testing

The second paragraph is deleted:

This section is supplemented with the following:

The Tacoma Water Construction Inspector will determine location of sample stations and coordinate with Tacoma Water crews for installation. Corporation stops with copper pipe stubs will be installed by Tacoma Water crews at selected points along the pipeline for use as sampling stations and points to release air, and apply test pressure.

The sampling stations will be removed by Tacoma Water crews after bacterial tests and pressure tests are completed unless the station will be used for a new water service lateral. Installation and removal of sample stations will be coordinated with the Contractor. The water main contractor shall complete any excavation required for installation and/or removal of the sample stations. The cost of all labor, equipment and materials involved in the installation and removal of sample stations shall be included in the various bid items of the contract.

Tacoma Water will furnish all labor and materials necessary to provide new services or to transfer present services to the new mains and to provide the required taps for testing and sterilizing.

Water for testing and sterilizing will be furnished without charge to the Contractor at such points as may be designated by the Inspector, in such quantities and at such times as will not interfere with service.

#### 7-09.4 Measurement

The ninth paragraph is revised to read:

<u>Trench shoring</u>: The measurement of shoring will by the linear foot of pipe laid and shall be measured along the pipe through fittings, valves and couplings. The single lineal foot measurement will be for both sides of the trench that is shored. Overexcavation to bypass the use of shoring/shielding is not considered a safety system and no payment will be made. Any extra quantities materials (pavement removal and replacement, trench excavation and disposal, trench backfill) attributed to overexcavation will not be paid for by Tacoma Water. Shoring/shielding requirements will be in accordance with WISHA standards and the 2014 M41-10 Washington State Department of Transportation Standard Specifications Section 7-09.3(7).

This section is supplemented with the following:

The bid item for removal and replacement of unsuitable material will be measured by the cubic yard and shall only cover the materials as removed as part of the trench excavation. Replacement of unsuitable materials shall be paid per the Trench backfill specification.

The unit prices bid in the Proposal shall include all the accessories, gaskets, follower glands, nuts, bolts, etc., necessary to complete the project on the approved plans.

<u>Trench Excavation and Disposal:</u> Measurement of trench excavation and disposal of unsuitable material will be by cubic yard based upon on the tonnage of trench backfill placed and accepted by the Engineer and calculated as follows:

Trench Excavation (CY) = (<u>Trench Backfill\* (Ton) X 0.87</u>) 1.35 Ton/CY

\*Note: Trench Backfill shall be the total of ticketed sand, CSTC, Topsoil Type A, and quarry spalls.

Push-On Joint/Mechanical Joint ANSI/AWWA, C151, Special Thickness Class No 52, to furnish, lay, and test (various sizes): Measurement for water mains will be by the linear foot measured along the pipe less fittings, valves and couplings.

No specific unit of measurement shall apply to the lump sum item <u>"Asbestos cement Pipe removal and disposal plan"</u>

Removal and disposal of abandoned AC pipe, all sizes: Measurement for Removal and disposal of abandoned AC pipe, all sizes will be by the linear foot measured along the AC pipe removed.

Mechanical Joint Fittings and couplings (various sizes and combinations): Measurement for fittings and couplings shall be per each.

Permanent Blow -Off Assemblies: Measurement for this item will be per each.

<u>Temporary Blow-Off Assemblies, installed and removed</u>: Measurement for this item will be per each.

Restraining Glands (various sizes): Measurement for these items will be per each.

<u>Push-On Joint Restraining Gaskets (various sizes):</u> Measurement for these items will be per each.

_	-inch	Transition couplings with	-inch center ring	coating, and
bolts,	to	(various sizes): Measureme	ent for these items v	vill be per each.
_	-inch	End Cap Couplings, tapped	-inch with	-inch center ring
Co	ating,&	bolts (various sizes): Mea	surement for these	items will be per each

Concrete Thrust Anchors, in place: Measurement for this item will be per each.

<u>Temporary Thrust Anchors, in place, install and remove:</u> Measurement for this item will be per each. The use of blocking/preformed structures will be at the discretion of the inspector.

Crushed Surfacing Top Course (CSTC) for trench backfill and restoration:

Measurement for this item shall be per ton. It is the Contractor's responsibility to provide gravel tickets to Tacoma Water's inspector daily as materials are delivered.

Sand for Pipe Bedding of poly-ethylene encased pipe: Sand shall be measured per ton and documented by weight tickets to be submitted to the Tacoma Water inspector no later than the end of each work day. The Contractor shall provide copies of sand tickets to the Tacoma Water Construction Inspector daily.

<u>Trench Compaction Test (as directed by the inspector)</u>, shall be per each for passing compaction test as per section 7-09.3(11) and 2-03(14)D. Test will be performed by a licensed testing facility with trained personnel in the presence of the Tacoma Water Construction Inspector. Passing test will be based on a current proctor

of material used. Costs incurred for any proctor test and failing compaction test are responsibility of the contractor. Test Holes: No unit of measurement shall apply to the lump sum price for Test Holes. Force Account: The item shall conform to Section 1-09.6 of the Standard Specifications. 7-09.5 Payment This section is replaced in its entirety: "Trench Excavation and Disposal", per cubic yard. The unit contract price for "Trench Excavation and Disposal" shall be full pay for all labor, equipment and materials required for excavating and disposal of unsuitable materials. Trench and disposal requirements will be in accordance with WSDOT Standard Specifications as modified in these Special Provisions. "Trench shoring", per linear foot. The single lineal foot measurement will be full pay for both sides of the trench that is shored. Over-excavation to bypass the use of a shoring/shielding is not considered a safety system and no payment will be made. "\_\_\_\_-inch Ductile Iron Pipe, \_\_\_\_\_ Joint ANSI/AWWA. C151 Special Thickness Class No. 52", per linear foot. The unit contract price per linear foot for each size of "\_\_\_\_-inch Ductile Iron Pipe, Joint ANSI/AWWA. C151 Special Thickness Class No. 52" shall be full pay for all work to complete the installation of the water main including but not limited to furnishing, laying, jointing pipe, gaskets, gland/bolt kits, testing, flushing, disinfecting the pipeline and cleanup. Payment for restoration will be made under the applicable items shown in the Proposal. If no pay items for restoration are included in the Proposal, restoration shall be considered incidental to the work of constructing the water main, and all costs thereof shall be included in the unit contract price for " -inch Ductile Iron Pipe, \_\_\_\_\_ Joint ANSI/AWWA. C151 Special Thickness Class No. 52". \_\_\_\_inch Ductile Iron Reducer, \_\_\_\_ M.J. with concrete anchor, (dwg. 17-56-1) in place", per each.

"\_\_\_\_-inch Ductile Iron (<u>fitting)</u>, M.J. \_\_\_\_\_ in place", per each.

gaskets and gland/bolts kits.

The unit contract price for "\_\_\_\_-inch Ductile Iron Reducer, \_\_\_\_M.J. with concrete anchor, (dwg. 17-56-1) in place" shall be full pay for all labor, equipment and materials required for furnishing and installing these items including concrete anchor,

The unit contract price for "inch Ductile Iron ( <u>fitting</u> ), M.J in place" shall be full pay for all labor, equipment and materials required for furnishing and installing these items including gaskets and gland/bolts kits.
"inch Ductile Iron (cap/plug), M.J., tappedinch, installed & removed", per each.
The unit contract price for "inch Ductile Iron ( <u>cap/plug</u> ), M.J., tappedinch, installed & removed" shall be full pay for all labor, equipment and materials required for furnishing, installing and removing these items including gaskets gland/bolts kits.
"inch Ductile Iron (Cap/plug), M.J., tappedinch, in place", per each.
The unit contract price for "inch Ductile Iron ( <u>cap/plug</u> ), M.J., tappedinch, in place" shall be full pay for all labor, equipment and materials required for furnishing, and installing these items including gaskets gland/bolts kits.
"inchTapping Sleeve, in place", per each.
The unit contract price for "inchTapping Sleeve" shall be full pay for all labor, equipment and materials required for furnishing, and installing these items including gaskets gland/bolts kits.
"inch Transition Coupling withinch center ring,coating, and bolts, to D.I.", per each.
The unit contract price for "inch Transition Coupling withinch center ring,coating, and bolts, to D.I." shall be full pay for all labor, equipment and materials required for furnishing and installing these items.
"inch End Cap Coupling tappedinch, withinch center ring,coating, andbolts," per each.
The unit contract price for "inch End Cap Coupling tappedinch, withinch center ring,coating, andbolts," shall be full pay for all labor, equipment and materials required for furnishing and installing these items.
"inch Blow-Off Assembly, in place", per each.
The unit contract price bid per each for "inch Blow-Off Assembly, in place" shall be full pay for all work to install the blow-off assembly per drawing 17-56-1, including but not limited to excavating, backfilling, laying and jointing pipe, pipe and fittings, valve box, meter box, and cleanup. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box.
"Temporaryinch Blow-Off Assembly, installed & removed", per each.
The unit contract price bid per each for "Temporaryinch Blow-Off Assembly, installed & removed" shall be full pay for all work to install the blow-off

assembly per drawing 17-56-1, including but not limited to excavating, backfilling, laying and jointing pipe, pipe and fittings, gate valve, meter box, cleanup and removal. " -inch Mechanical Joint Restraining Gland, in place", per each. The unit contract price for "-inch Mechanical Joint Restraining Gland, in place" shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item. -inch Push-On Joint Restraining Gasket, in place", per each. The unit contract price for " -inch Push-On Joint Restraining Gasket, in place" shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item. "Concrete Thrust Anchor, in place", per each. The unit contract price for "Concrete Thrust Anchor, in place" shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item. "Temporary Concrete Thrust Anchor, installed & removed", per each. The unit contract price for "Temporary Concrete Thrust Anchor, installed & removed" shall be full pay for all labor, equipment and materials required for furnishing. installing and removing the specified item. "Crushed Surfacing Top Course for Trench Backfill per section 9-03.9(3) of the WSDOT Standard Specifications, shoulder restoration, and as directed by the inspector", per ton. The unit contract price for "Crushed Surfacing Top Course for Trench Backfill per section 9-03.9(3) of the \_\_\_\_\_WSDOT Standard Specifications, shoulder restoration, and as directed by the inspector" shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item including delivery, spreading, compacting and rolling.

"Trench Compaction Test (as directed by the inspector)", per each.

The unit contract price for "Trench Compaction Test (as directed by the inspector)" shall be for passing compaction test as per sections 7-09.3(11), and 2-03(14)D. Testing will be performed by a licensed testing company with trained personnel in the presence of the Tacoma Water Construction Inspector, and shall be measured per each passed test.

"Test Holes", per lump sum.

The lump sum contract price for "Test Holes" shall be full pay for all labor, equipment and materials required to perform the specified excavations including all flagging required to field verify existing utilities. Progress payment will be made based on the percentage completion of the total work encompassed within the lump sum item.

#### **END OF SECTION**

# 7-10 CASING PIPE FOR WATER MAIN

This section is added with the following:

# 7-10.1 Description

In the instance where a sanitary sewer or a side sewer is encountered during trench excavation and it is necessary for the new water main to be installed beneath the sanitary sewer or side sewer, the new water main shall be installed within a casing pipe.

Prior to installing the new water main with the casing pipe, the contractor shall first investigate the feasibility of lowering the sanitary sewer or side sewer to avoid installing the water main with the casing pipe. The lowering of the sanitary sewer or side sewer shall be paid under Force Account. The inspector shall direct the contractor to lower the sewer or install the water main with the casing pipe.

#### 7-10.2 Material

# 7-10.2(1) Casing Pipe

The casing pipe shall be \_\_\_\_\_ PVC Pipe, AWWA C900/905, DR 18 having a minimum length of 20 feet , centered on the sanitary sewer or side sewer.

# 7-10.2(2) Casing Spacers

Casing spacers shall be a minimum of 12-inches wide and shall be fabricated with runner heights to provide a standard carrier pipe configuration. The spacers shall be constructed of a coated steel band with 2-inch glass reinforced plastic runners. The casing spacers shall be Model C12G-2 as manufactured by Pipeline Seal and Insulator (PSI) Company, Inc. or approved equal. The contractor shall be responsible for sizing insulators to provide required clearance of pipe bells and to properly fit the carrier pipe.

## 7.10.2(3) End Seals

The end seals shall be rubber seals with stainless steel straps and shall be Model W by Pipeline Seal and Insulator (PSI) Company, Inc. or approved equal.

#### 7-10.4 Measurement

Measurement for \_\_\_\_\_-inch PVC Casing Pipe, 20-foot length, AWWA C900/905, DR 18, including end seals and casing spacers, in place shall be per each.

# 7-10.5 Payment

"\_\_\_\_-inch PVC Casing Pipe, 20-foot length, AWWA C900/905, DR 18, including end seals and casing spacers, in place", per each.

The unit contract price for "\_\_\_\_\_-inch PVC Casing Pipe, 20-foot length, AWWA C900/905, DR 18, including end seals and casing spacers" shall be full pay for all labor, equipment and materials to provide a fully functional casing pipe installed as shown on the plans. The item shall include all costs for installing and assembling all components necessary to install water main within casing pipe to the line and grade shown in the plans.

#### **END OF SECTION**

#### 7-11 VACANT

This section including heading is revised to read:

# 7-11 CEMENT CONCRETE ENCASEMENT OF SANITARY SEWER MAIN AND SIDE SEWERS

# 7-11.1 Description

In the location where an existing sanitary sewer will cross over the top of a new water main, or other locations as directed by Engineer, the existing sanitary sewer will be encased per Pierce County Standard Detail Drawing 3002.

Prior to encasement of the sanitary sewer or side sewer within the concrete encasement, the contractor shall first investigate the feasibility of lowering the sanitary sewer or side sewer to avoid installing the water main and sewer(s) with the casing pipes and or concrete encasement. The lowering of the sanitary sewer or side sewer shall be paid under Force Account. The inspector shall direct the contractor to lower the sewer or cement concrete encase the sewer.

#### 7-11.2 Material

Cement concrete used to encase sanitary sewer main shall have a compressive strength at 28 days of at least 3,000 psi.

#### 7-11.3 Measurement

Measurement for "Cement Concrete Encasement of Sanitary Sewer", shall be per each.

# 7-11.4 Payment

"Cement Concrete Encasement of Sanitary Sewer", per each.

The unit contract price for "Cement Concrete Encasement of Sanitary Sewer" shall be full pay for all labor, equipment and materials to encase the sanitary sewer main in cement concrete per Pierce County standard plan 3002.

#### **END OF SECTION**

#### 7-12 VALVES FOR WATER MAINS

This section is supplemented with the following:
Measurement for tapping gate valves will be separate per each.
Measurement for "inch Check Valve, (Flg./M.J.), ANSI/AWWA, C508, installed", will be per each.
<b>7-12.5 Payment</b> This section is revised to read:
Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:
"inch Butterfly Valve, M.J., ANSI/AWWA, C504, with C.I. Valve Box, per each.
The unit bid price for "inch Butterfly Valve, M.J., ANSI/AWWA, C504, with C.I. Valve Box" shall be full pay for all labor, equipment and materials required to furnish and install valve. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box.
"inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box", per each.
The unit bid price for "inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box, in place, per each" shall be full pay for all labor, equipment and materials required to furnish and install valve. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box.
"inch Tapping Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box", per each.
The unit contract price for "inch Tapping Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box, in place" shall be full pay for all labor, equipment and materials required for furnishing, installing and tapping. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to include concrete pad and asphalt patch at valve box.
"inch Check Valve,(Flg/MJ)., ANSI/AWWA, C508, installed", per each.
The unit contract price for "inch Check Valve,(Flg/MJ)., ANSI/AWWA, C508 installed" shall be full pay for all labor, equipment and materials required for furnishing, and installing this item.

# **END OF SECTION**

# 7-14 HYDRANTS

7-12.4 Measurement

Revised 10-6-14 GW 46 MRP 2013-57

# 7-14.3(1) Setting Hydrants

The second paragraph is revised to read:

All hydrants shall be set on concrete blocks as shown on standard detail 17-56-1. The hydrant barrel drain shall waste into a pit of porous gravel material meeting specification 9-03.12(5), and situated at the base of the hydrant as shown on standard detail 17-56-1.

This section is supplemented with the following:

Hydrant installation will also conform to AWWA and DIPRA standards, and drawing 17-56-1. No barrel extensions will be approved for new installations. The Contractor is responsible for ensuring the proper bury of hydrant for grade is installed.

# 7-14.3(2)A Hydrant Restraints

This section is supplemented with the following:

Only approved restraining glands will be installed for hydrant restraints, unless shackle rods are specified. No poured concrete thrust block will be placed on the back side of the fire hydrants. If the hydrant lateral is longer than one full length of pipe, either mechanical joint (MJ) pipe, approved push-on joint restraining gaskets or a ductile iron solid sleeve with restraining glands will be installed to ensure correct location and restraint of hydrant.

# 7-14.3(4) Moving Existing Hydrants

This section is supplemented with the following:

The Engineer and/or Inspector will determine if the existing hydrant lateral tee will be removed and replaced with new pipe or plugged, depending on type of pipe and joint.

#### 7-14.3(6) Hydrant Extensions

This section is revised to read:

No hydrant barrel extensions are approved on new installations.

# 7-14.3(7) Removing Abandoned Hydrants

This paragraph is added with the following:

The contractor shall remove existing abandoned fire hydrants which were taken out of service by this project or as noted to be removed on plans. Abandoned fire hydrants shall be removed at the foot, laterals plugged and fire hydrants delivered to the Tacoma Water Storeroom at South 35<sup>th</sup> Street and Union Avenue. All labor and equipment costs are incidental to the contract.

#### 7-14.4 Measurement

This paragraph is supplemented with the following:

Measu	rement of "6-inch Hydrant, M.J.,	ft bury, with	inch _	
Threads &	inch Quick Connect Coupling", wi	Il be made per each	١.	

# 7-14.5 Payment This section is supplemented with the following: "6-inch Hydrant, M.J., \_\_\_\_-ft bury, with \_\_\_\_-inch \_\_\_\_\_ Threads & \_\_\_-inch Quick Connect Coupling", per each. The unit bid price for "6-inch Hydrant, M.J., \_\_\_\_-ft bury, with \_\_\_\_-inch \_\_\_\_ Threads & \_\_\_-inch Quick Connect Coupling" shall be full pay for all labor, equipment and materials required for furnishing and installing the hydrant including drain rock and hydrant block. Restraining glands, lateral pipe, tee, and valve will be paid under separate bid items.

#### **END OF SECTION**

#### 7-15 SERVICE CONNECTIONS

This section is supplemented with the following:

There are approximately <u>72</u> service transfers throughout the project. New mains will be tested and sampled in sections so Tacoma Water can commence with service transfers. At some point in the project, the Contractor shall anticipate down time waiting for service transfers to be completed. All costs shall be included in the various bid items in the proposal and no extra compensation will be made to the Contractor for down time due to work by City forces. No time will be charged towards the contract's time of completion while services are being transferred.

#### **END OF SECTION**

#### 7-17 SANITARY SEWERS

#### 7-17.3 Construction Requirements

This section is supplemented with the following:

Sanitary sewers may be encountered at various locations throughout this project. Prior to the start of the sanitary sewer repair, the Inspector and/or contractor shall notify Pierce County Sewer. C900 PVC or Ductile Iron shall be used on sanitary repairs. The repair of the sewer shall be made three feet outside of the water main trench or to the limits and material standards of Washington State Department of Ecology, Criteria for Sewer Works Design, section C1-9.1.4 If the sewer pipe falls into the unusual condition as specified by the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-9.1.4 Unusual Conditions (Perpendicular), sub-section A, the sewer pipe shall comply with the requirements of a full length of pipe centered over the water main to the material standards of Table C1-4. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and in accordance with Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-17.4 Measurement

This section is supplemented with the following:

"Storm, Sanitary, and Side Sewer Restoration" will be measured per each.

#### **7-17.5 Payment**

This is section is supplemented with the following:

"Storm, Sanitary, and Side Sewer Restoration", per each.

"Storm, Sanitary, and Side Sewer Restoration", includes any work and materials required to remove and replace storm, sanitary, and side sewers shall be included in the bid item. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers.

#### **END OF SECTION**

#### 7-18 SIDE SEWERS

# 7-18.3(1) General

This section is revised to read:

During the course of water main construction the contractor should anticipate encountering numerous side sewers throughout the project. When side sewers are encountered during the within the water main trench the Tacoma Water inspector shall evaluate how to maintain separation between the water main and side sewer.

If the water main is unable to cross over the top of the side sewer and maintain cover to the satisfaction of the Tacoma Water inspector, the inspector will evaluate lowering the side sewer to achieve the desired separation. If the side sewer is lowered, excavation for the lowered side sewer will be paid under the "Trench Excavation & Disposal" bid item. Removal of the existing side sewer during excavation will be incidental to the excavation. The excavated trench above the pipe zone shall be backfilled with crushed surfacing top course and paid under the "Crushed Surfacing Top Course for trench backfill per Section 9-03.9(3) of the 2010 WSDOT Standard Specifications, shoulder restoration, and as directed by the Inspector" bid item.

If the side sewer is unable to be lowered to allow the water main to cross over the top with the desired separation, the water main will be installed beneath the existing side sewer. In this instance both the side sewer and the water main will need to be cased within PVC ANSI/AWWA C900 pipe. The casing pipes shall be centered on the crossing. Excavation and backfill for the casing installations shall be paid under the "Trench Excavation & Disposal" and "Crushed Surfacing Top Course for trench backfill per Section 9-03.9(3) of the 2010 WSDOT Standard Specifications, shoulder restoration, and as directed by the Inspector" bid items.

If the side sewer is 10 or more feet from a water service, the contractor shall use 6-inch PVC ASTM D3034 SDR 35. If the side sewer is located within 10-feet of a water service the contractor shall use 6-inch PVC ANSI/AWWA C900 to restore the side sewer.

#### 7-18.3 Construction Requirements

This section is supplemented with the following:

Side sewers may be encountered at various locations throughout this project. Prior to the start of the sanitary side sewer repair, the Inspector and/or contractor shall notify Pierce County Sewer. C900 PVC or PVC ASTM D3034 shall be used on side sewer repairs. The repair of the side sewer shall be made three feet outside of the water main trench or to the limits and material standards of Washington State Department of Ecology, Criteria for Sewer Works Design, section C1-9.1.4 If the side sewer pipe falls into the unusual condition as specified by the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-9.1.4 Unusual Conditions (Perpendicular), sub-section A, the side sewer pipe shall comply with the requirements of a full length of pipe centered over the water main to the material standards of Table C1-4. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and in accordance with Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-18.4 Measurement

This section is revised to read:

Storm, Sanitary, and Side Sewer Restoration will be measured per each.

# **7-18.5 Payment**

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", per each.

"Storm, Sanitary, and Side Sewer Restoration", includes any work and materials required to remove and replace storm, sanitary, and side sewers shall be included in the bid item. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers.

#### **END OF SECTION**

#### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

#### 8-01.1 Description

This section is supplemented with the following:

All references in the Standard Specifications to the term "Erosion and Sediment Control (ESC) Lead" shall be revised to read "Erosion and Sediment Control (ESC) Specialist."

# 8-01.3 Construction Requirements

# 8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Specialist at the preconstruction meeting. The ESC Specialist shall be, for the life of the contract, a current Certified Erosion and Sediment Control Lead as recognized by the Washington State Department of Ecology.

The ESC Specialist shall implement the Temporary Erosion and Sediment Control (TESC) plan. Implementation shall include, but not limited to:

- Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC plan to assure continued performance of their intended function. Damaged or inadequate TESC BMPs shall be corrected immediately.
- 2. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and each working day there is a runoff event. A TESC Inspection Report shall be prepared for each inspection and shall be included in the TESC file. A copy of each TESC Inspection Report shall be submitted to the Engineer no later than the end of the next working following the inspection. The report shall include, but not limited to:
  - a. When, where and how BMPs were installed, maintained, modified, and removed;
  - b. Observations of BMP effectiveness and proper placement;
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC plan inadequacies.
- 3. Updating and maintaining a TESC file on site includes, but not limited to:
  - a. TESC Inspection Reports
  - b. Temporary Erosion and Sediment Control (TESC) plan narrative.
  - c. National Pollutant Discharge Elimination System construction permit (Notice of Intent)
  - d. Other applicable permits.

Upon request, the file shall be provided to the Engineer for review.

#### 8-01.3(8) Street Cleaning

The second sentence is revised to read:

Street washing with water shall not be permitted.

#### 8-01.4 Measurement

The sixth sentence is replaced with the following:

Street cleaning with powered sweeper/vacuum equipment will be measured by the hour for the actual time spent cleaning pavement, as authorized by the Inspector. Time to move the equipment to or from the area on which street cleaning is required will not be measured.

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)".

#### 8-01.4 Measurement

The first sentence is revised to read:

Erosion and Sediment Control (ESC) Specialist will be measured per lump sum bid item.

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item "Temporary Erosion and Sediment Control (TESC) plan

# 8-01.5 Payment

The tenth sentence is replaced with the following:

"Street cleaning with powered sweeper/vacuum equipment", per hour.

The unit bid price for "Street cleaning with powered sweeper/vacuum equipment" will be for a self-propelled sweep/vacuum equipment and operator.

This section is supplemented with the following:

"Temporary Erosion and Sediment Control (TESC) plan", per lump sum.

The lump sum contract price for "Temporary Erosion and Sediment Control (TESC) plan" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, complying with testing requirements, and resubmitting revisions for the TESC Plan.

"Erosion and Sediment Control Specialist", per lump sum.

The lump sum contract price for "Erosion and Sediment Control Specialist" shall be full pay for all costs, including but not limited to, inspection of BMP's for compliance with the TESC plan and preparing, submitting, revising, testing for compliance with the TESC plan, and resubmitting revisions to the TESC Plan.

#### **END OF SECTION**

#### 8-02 ROADSIDE RESTORATION

# 8-02.3 Construction Requirements

# 8-02.3(4) Topsoil

This section is supplemented with the following:

A minimum of 6-inches of Topsoil Type A shall be placed in areas of roadside restoration or as directed by the Construction Inspector. It shall be placed in preparation for the Tacoma Public Utilities Landscaping crew to complete the roadside restoration.

#### 8-02.3(4)A Topsoil Type A

This section is supplemented with the following:

# **Topsoil Type A shall meet the following specification:**

Topsoil Type A shall consist of a natural sandy clay loam, sandy loam, or loamy sand humus-bearing soil containing no less than 15-percent, or more than 55-percent organic matter as determined by the loss of ignition of oven-dried samples. The allowable pH range shall be 5.0 to 7.0. The soil shall be natural friable surface soil free of any material toxic to plant growth; from subsoil; and from stones and other debris which would not pass through a 1-inch square opening. The maximum allowable percent of gravel retained on a 1/4-inch sieve and other foreign materials shall not exceed 10-percent by volume. The percentage of the soil passing through the following sieves shall be:

U.S. No. Sieve	<u>Min.</u>	<u>Max.</u>
#200	5	40
#120	20	60
# 60	50	100

Topsoil Type A shall be placed to a maximum depth of 6-inches in all areas to be seeded as designated on the plans or as directed by the project manager.

Soil amendments shall be either organic or inorganic materials; such as: thoroughly soaked peat moss, fibrous sedge peat, woody or reed type peat, sludge, manure, well-rotted sawdust, or vermiculite, manufactured or processed for use in altering structural and textural properties of soil. Peat shall contain less than 20-percent of ash by dry weight. The manure shall be well decomposed cow waste and must be free of any material toxic to plant growth, free from noxious weed seeds and with a minimum of straw litter. When sawdust is used, either 4.5 pounds of ammonium sulfate or 3 pounds of ammonium nitrate shall be added to the topsoil mixture per cubic yard of sawdust. Any manufactured or processed soil amendment material shall pass through a 1/4-inch sieve, shall contain no substances harmful to plant growth, and shall be subject to approval by the project Engineer. All inorganic material containers shall clearly indicate both the type of amendment material and the volume.

#### 8-02.4 Measurement

The first paragraph is revised to read:

<u>Topsoil Type A:</u> Measurement for this item shall be per ton. It is the Contractor's responsibility to provide scale tickets to Tacoma Water's inspector daily as materials are delivered.

# 8-02.5 Payment

This section is supplemented with the following:

"Topsoil Type A", per ton.

The unit contract price for "Topsoil Type A", shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item

including preparing subgrade, haul, delivery, spreading, compacting and rolling, for landscape restoration, and as directed by the inspector. Excavation required prior to placing Topsoil Type A shall be paid by "trench excavation and Disposal" bid item.

# **END OF SECTION**

# 8-04 CURBS GUTTERS, AND SPILLWAYS

#### 8-04.1 Construction Requirements

This section is supplemented with the following:

"Cement Concrete Traffic Curb and Gutter" shall be constructed per City of Tacoma Standard Plan SU-03, a copy of which is attached to this specification.

"HMA Wedge Curb, per standard plan" shall be constructed per City of Tacoma Standard Plan SU-03, a copy of which is attached to this specification.

# 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

The first paragraph is revised to read:

Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.

Section 8-04.3 Construction Requirements is supplemented with the following:

# 8-04.3(1)B Integral Cement Concrete Curb

When integral curb is being constructed with the pavement, fresh concrete for the integral curb shall be placed at such time as will enable the top section of the curb to be consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall be placed in the base section for the curb in accordance with the standard drawing.

# 8-04.3(6) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At the time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

#### **END OF SECTION**

# 8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES (March 3, 2008 Tacoma GSP)

# **8-06.3 Construction Requirements**

The first paragraph is revised to read:

Cement concrete driveway approaches shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05.

This section is supplemented with the following:

In areas where existing cement concrete driveways are partially or fully removed during water main construction, Cement concrete driveway restoration shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05. The finished concrete thickness shall be a minimum of six inches, or to match existing, whichever is greater. The surface finish on Cement Concrete driveway restoration shall match the driveway segments that were removed.

This section is supplemented with the following sub-section:

# 8-06.3(1) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At the time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

#### 8-06.4 Measurement

This section is supplemented with:

<u>Cement Conc. Driveway Restoration</u> shall be measured by the square yard of finished surface.

#### 8-06.5 Payment

The third paragraph is revised to read:

Excavation required for the construction of the driveway entrance shall be paid for under the unit contract price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, the Contractor shall include all costs associated with excavating, including haul and disposal, regardless of the depth in the unit contract price for "Cement Conc. Driveway Entrance Type\_\_\_".

This section is supplemented with:

"Cement Conc. Driveway Restoration", per square yard.

The unit bid price for "Cement Conc. Driveway Restoration" includes all costs for excavation, saw cutting, grading, preparation, forms, forming, placement, finishing, protection during curing and cleanup.

#### **END OF SECTION**

#### 8-14 CEMENT CONCRETE SIDEWALKS

#### 8-14.3 Construction Requirements

# 8-14.3(3) Placing and Finishing Concrete

The fourth paragraph is revised to read:

Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans. Sidewalk work shown on the plans and details, adjacent to curb ramp replacement shall be included in the bid item for "Cement Conc. Curb Ramp".

# 8-14.3(4) Curing

The second sentence is revised to read:

Curing shall be in accordance with Section 5-05.3(13).

# 8-14.3(5) Detectable Warning Surface

This section is supplemented with the following:

The Contractor shall use one of the detectable warning surface products listed under Note 5 of City of Tacoma Standard Plan SU-05 or submit another manufacturer's product for approval by the Engineer.

Section 8-14 is supplemented with the following:

#### 8-14.3(20) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At the time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

#### 8-14.3(21) Thickened Edge for Sidewalk

Thickened edge shall be constructed in accordance with the standard plan.

#### 8-14.4 Measurement

This section is revised to read:

"Cement Conc. Sidewalk"

"Cement Conc. Sidewalk" will be measured by the square yard of finished surface.

"Cement Conc. Curb Ramp"

"Cement Conc. Curb Ramp" will be measured by the square yard of finished surface and will include the surface area of the ramps, sidewalk, pedestrian curbs installed as part of curb ramp installation. Installation of ramp detectable warning shall be included and considered incidental to the unit contract cost.

#### 8-14.5 Payment

The pay item "Cement Conc. Sidewalk" is supplemented with the following:

All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk".

The sixth paragraph is revised to read:

Excavation required for the construction of the sidewalk shall be paid for under the unit contract price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, the Contractor shall include all costs associated with excavating, including haul and disposal, regardless of the depth in the unit contract price for "Cement Conc. Sidewalk" and/or "Cement Conc. Curb Ramp Type \_\_\_".

This section is supplemented with the following:

"Cement Conc. Curb Ramp", per square yard.

The unit bid price for "Cement Conc. Curb Ramp" includes all costs for excavation, saw cutting, grading, preparation, forms, forming, placement, finishing, protection during curing and cleanup. Detectable warnings shall be installed in accordance with Standard plans and shall be incidental to the unit contract cost. All additional costs related to the construction of thickened edges shall be included in the unit contract cost.

#### **END OF SECTION**

#### 8-22 PAVEMENT MARKING

#### 8-22.1 Description

This section is supplemented with the following:

The bid item for traffic lane markings will re-establish pre-construction markings.

#### 8-22.3 Construction Requirements

This section is supplemented with the following:

The Contractor shall replace existing pavement markings that are disturbed by construction. Markings shall be equivalent to that existing prior to construction and shall include but not be limited to crosswalk marking, single and double paint line, reflective lane markers, plastic traffic arrows, plastic "ONLY" lettering and fire hydrant markers. All traffic markings shall conform to the City of Tacoma standards.

#### 8-22.4 Measurement

This section is supplemented with the following:

Traffic lane markings will be measured per lump sum.

# 8-22.5 Payment

This section is supplemented with the following:

"Traffic Lane Markings", per lump sum.

The contract price per lump sum for "Traffic Lane Markings" shall be full pay for re-establishing, to pre project configuration of all lane striping, stop lines, raised traffic markers (buttons) and turns arrows and includes all labor and material.

#### **END OF SECTION**

#### 9-03 AGGREGATES

#### 9-03.21 Recycled Material

This section is supplemented with the following:

No recycled material shall be used for trench backfill.

#### **END OF SECTION**

#### 9-30 WATER DISTRIBUTION MATERIALS

The first paragraph is revised to read:

This specification addresses pipe and appurtenances 24-inch in diameter and smaller. Water distribution material incorporated in the work shall be new. Prior to construction, the Contractor shall submit 3 copies of material submittals to the Engineer for approval per section 1-05.5.

#### 9-30.1(1) Ductile Iron Pipe

This section is revised to read:

Ductile iron pipe shall be centrifugally cast and meet the requirements of AWWA C151. Ductile iron pipe shall have a cement mortar lining and a 1mil thick seal coat meeting the requirements of AWWA C104. Ductile iron pipe shall be a minimum of Special Thickness Class 52 and manufactured by the following:

- Tyton Joint:
- Griffin Pipe Company
- Pacific States Cast Iron Pipe Company
- U.S. Pipe and Foundry Company
- Fastite Joint:\*
  - American Cast Iron Pipe Company
- Mechanical Joint:
  - American Cast Iron Pipe Company
  - Griffin Pipe Company

- Pacific States Cast Iron Pipe Company
- U.S. Pipe and Foundry Company

Nonrestrained joints shall be rubber gasket, push-on type, or mechanical type meeting the requirements of AWWA C111.

Restrained joints shall be as specified in Section 9-30.2(6).

\*Note: When plans and specifications require push-on joints to be restrained with nitrile gaskets, only American Ductile Iron Pipe and Fastite Fast-Grip® restraining gaskets are allowed.

# 9-30.1(3) Rubber Gaskets

This section is added with the following:

All gaskets furnished with pipe shall be styrene butadiene rubber (SBR), unless specified otherwise by the project engineer. When deemed necessary, "Nitrile" (NBR) gaskets will be required. When NBR gaskets are required they must be color-coded and/or marked in color so as to be easily identifiable as nitrile. When nitrile push-on joint restraining gaskets are required, they shall be Fastite Fast-Grip® manufactured by American Cast Iron Pipe Company or approved equal. All gaskets must conform to ANSI/AWWA C111. The gasket requirements for the specific project will be indicated on the face of the plan for the project.

#### 9-30.2 Fittings

This section is revised to read:

Ductile iron flanges and flanged ductile iron spool pieces shall be in accordance with ANSI/AWWA C 115.

Gaskets for steel flanged joints shall be cloth inserted rubber made by Johns-Manville, JM-109 or approved equal.

Unless specified otherwise, all T-head bolts and nuts supplied for mechanical joint fittings, valves, sleeves, couplings, hydrants, tapping sleeves, etc., shall be made of high-strength, low alloy steel, conforming to ANSI/AWWA C111 (Corrosion-Resistant Steel "Cor-Ten"). All other bolts and nuts shall be hot dipped galvanized or electroplated and conform to ASTM A 307, Grade B.

All bolts shall be of sufficient length that, when assembled and tightened to proper torque, a minimum of one thread will extend outside of the nut.

Tie rods and nuts for hydrant laterals, etc., shall be made of high strength, low alloy steel conforming to ANSI/AWWA C111 ("Cor-Ten"), unless specified otherwise in the plans or Special Provisions.

All ductile iron fittings shall conform to the latest ANSI/AWWA C110 Specifications or ANSI/AWWA CI53 for Mechanical Joint Compact Ductile Iron Class 350 fittings. All fittings shall have either cement-mortar lining conforming to ANSI/AWWA C104 or fusion bonded epoxy internal lining per ANSI/AWWA C153. Mechanical joint glands supplied with the above fittings shall be ductile iron in

accordance with the above specifications. The mechanical joint fittings/pipe shall be installed and the bolts tightened in the sequence and to the torque specified in DIPRA published by the Ductile Iron Pipe Research Association. Type of joints or other special items shall be specified in section 7-10 or on the water main Drawings.

# 9-30.2(6) Restrained Joints

This section is supplemented with the following:

Mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Joint flexibility shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53. Twist-off nuts, sized same as tee-head bolts, shall be used to insure proper actuating of restraining devices. The mechanical joint restraint device shall have a working pressure of at least 250-psi with a minimum safety factor of 2:1 and shall be manufactured by:

- EBAA Iron, Inc., MEGALUG,
- Romac "RomaGrip"
- Uniflange Series 1400
- or approved equal

Tyton joint restraint shall be made with Field-Lok 350<sup>®</sup> or approved equal. Fastite joint restraint shall be made with Fast-Grip<sup>®</sup> or approved equal.

# 9-30.2(7) Bolted, Sleeve Type Couplings for Plain End Pipe

This section is supplemented with the following:

Bolted, sleeve-type couplings, reducing or transition couplings will be mechanical style flexible coupling meeting AWWA C219 with minimum 7 inch center ring, epoxy coating, and stainless steel nuts and bolts. End Cap Couplings will be mechanical style flexible coupling meeting AWWA C219 with minimum 7 inch center ring, stainless steel nuts and bolts, and tapped 2-inch.

#### 9-30.3(1) Gate Valves (3 inches to 16 inches)

This section heading is revised to read:

"9-30.3(1) Gate Valves (3 inches to 24 inches)"

The first paragraph is deleted:

This section is supplemented with the following:

The end flanges of flanged gate valves shall conform in dimensions and drilling to the Standard ANSI B16.1 for cast iron flanges and flanged fittings, Class 125 unless specifically provided otherwise in plans or supplementary specifications. The bolt holes shall straddle the vertical centerline.

All gate valves shall be resilient seat and shall conform to the latest revision of AWWA Standard C509/515 and be UL listed. Valves sized up through 14-inch shall be FM approved. They shall be as manufactured by:

- American Flow "Series 2500"
- AVK-series 25 or 65
- Clow model "2638, 2639 and 2640"
- Kennedy model "KS-FW" or "KS-RW"
- M&H: Style "4067"
- M&H: Style "7000 series"
- Mueller Style "2360"
- NIBCO 619-RW Series
- US Pipe "A-USPo, or A-USP1"
- East Jordan "Flowmaster"
- or approved equal

All Resilient Seat Gate Valves shall meet the following requirements:

- a. Shall have the body and bonnet coated with a fusion bonded epoxy coating meeting all the application and performance requirements of AWWA C-550.
- b. All gate valve ends shall be as shown on the project drawing and conform to the applicable ANSI/AWWA standard. Flanged ends shall conform to ANSI B16.1 class 125 or C110 A21.10. Mechanical joint and push-on joint must conform to ANSI/AWWA C111, A21.11.
- c. All gate valves, 16-inch and larger, shall be horizontal stem, equipped with machine cut cast steel gears, extended type grease case, and bypass, all in accordance with AWWA Standard C509/515.

# 9.30.3(3) Butterfly Valves

This section is supplemented with the following:

All butterfly valves shall be manufactured by:

- Henry Pratt "Groundhog"
- M&H/Clow "4500"
- Mueller "Lineseal III"
- Or approved equal

#### 9.30.3(4) Valve Boxes

This section is revised to read:

Cast iron valve boxes and lids shall be as indicated on the attached Tacoma Water Drawing No. 17-56-1. All buried valves shall be provided with a valve box and lid with an extension of cast iron soil pipe as necessary. The Contractor shall maintain the location and provide access to all valves within the project. No valve shall remain buried during construction.

#### 9-30.3(8) Tapping Sleeve and Valve Assembly

The fourth sentence is revised to read:

Valves specifically designed for tapping meeting the requirement of AWWA C500, and valves meeting the requirements of AWWA C509/C515 will be permitted.

The sixth sentence is revised to read:

Tapping sleeves shall be ductile iron, mechanical joint type or the fabricated steel type, whichever is specified in the bid proposal.

This section is supplemented with the following:

The fabricated steel sleeves shall have epoxy coating and stainless steel bolts and shall be:

- Model JCM 412 manufactured by JCM Industries\*
- Model JCM 414 manufactured by JCM Industries
- Model FTS 420 manufactured by Romac Industries, Inc\*
- SST III manufactured by Romac Industries, Inc.
- Smith Blair Style 623
- or approved equal

\*Models JCM 412 and FTS 420 will only be allowed when tapping ductile iron pipe and the size of the tap is *less than half* of the size of the pipe being tapped.

Ductile iron, mechanical joint sleeves shall be:

- Model H-615 manufactured by Mueller Co.
- Model H-619 manufactured by Mueller Co.
- or approved equal.

# 9-30.5 Hydrants

This section is revised to read:

Fire hydrants furnished under these Specifications shall conform to the ANSI/AWWA C502, Specifications for Dry-Barrel Fire Hydrants, with the following limitations and exceptions, and be installed per Tacoma Water Drawing 17-56-1.

- a. **Drawings** Drawings of adequate size showing principal dimensions, material and finish shall be furnished with the bid for fire hydrants not listed below as acceptable.
- b. Make -
  - Clow "Medallion"
  - Kennedy "Guardian K81D"
  - M&H 929, "Reliant" (casting date of 1997 or later.)
  - Mueller "Super Centurion 250"
  - U.S. Pipe "M-94"
  - Waterous "Pacer/WB67-250, Tacoma"
- c. Capacity Standard size two-hose and one-pumper nozzle.
- d. **Size -** Standard size shall be 5-1/4-inch main valve with 6-inch inlet bell. All hose nozzles shall be 2-1/2 inches. Unless otherwise indicated in the

- special Provisions and/or the Drawings, all pumper nozzles and quick connect fittings shall be as specified on standard drawing 17-56-1.
- e. **Length -** Contractor shall verify proper depth of bury of fire hydrant prior to installation.
- f. **Hydrant Inlet -** All hydrants shall be provided with mechanical joint inlet.
- g. **Operating Mechanism -** All moving contact surfaces shall be bronze on bronze or bronze on iron or steel as may be approved by the Superintendent. The hydrants shall have the main valve seat threaded into a bronze sub-seat in the shoe of the hydrant to permit easy removal of the main valve seat. The bronze sub seat shall be; threaded into the shoe of the fire hydrant, or the sub seat shall be attached to the shoe of the fire hydrant independently from the barrel to shoe connection.
- h. **Direction of Opening -** All hydrants shall open by turning the operating nut to the left (counter-clockwise).
- Hydrant Barrels All hydrant barrels shall have a flange located at least 2 inches above the finished grade line and flanged extension sections shall be available in increments of 6 inches.
- j. Operating Nuts for Stem and Nozzle Caps The operating stem and cap nut shall be pentagonal in shape. The pentagon shall measure 1.35 inches from the point to the flat, at the base of the nut and 1.23 inches at the top. The faces shall be tapered uniformly and the height of the nut shall not be less than 1.0 inches. The point to the flat dimension shall be measured to the theoretical point where the faces would intersect were there no rounding off of the corners. All nozzles shall be fitted with cast iron threaded caps with operating nut of the same design and proportions as the stem nut. Caps shall be threaded to fit the corresponding nozzles and shall be fitted with suitable gaskets for positive water tightness.
- k. Painting of Hydrants All fire hydrants must be painted with a coat of Tri-Polar Ferrite Primer #6000, manufactured by Keeler-Long Inc., or an approved equal. The primer must be applied in accordance with the manufacturer's recommendations. After backfilling the trench, the City will apply the finish coat of aluminum paint to the nozzle section of the fire hydrant.

#### 9-30.5(2) Hydrant Dimensions

This section is replaced with the following table:

Hydrant connection D.I. Pipe ins. dia.	6-inch
Standard, hydrant barrel minimum dia.	6-7/8 inch
Length of 4.5 ft. bury, hydrant from bottom of hydrant	4 feet, 8 inches
connection to sidewalk ring.	
Valve opening minimum dia.	5-1/4 inches
Hose Nozzles-number and size	2 - 2-1/2-inch
Thread (Nat. Board Fire Underwriters)	7-1/2 per inch
Outside dia. Finished	3-1/16 inch
Dia. at root of thread	2.8715 inch
Pattern of thread	60° V thread
Total length of threaded male Nipple	1-inch
Pumper Nozzles-number and size	1 - 4-inch
Thread, outside dia. finished (with .02" cut off top)	5.09-inch

Dia. at root of thread (with .02" left in valley)	4.74-inch
Threads (Tacoma Std.)	4 per inch
Pattern of thread-modified	60° V thread
Total length of threaded male nipple	1-1/8-inch

# 9-30.5(3) Hydrant Extensions

This section is revised to read:

No hydrant barrel extensions are approved on new installations

# 9-30.5(7) Fire Hydrant Quick Connect Coupling

This section including heading is added:

The Fire Hydrant Quick Connect Coupling (aka Storz Coupling) shall be in compliance with the latest version of "NFPA 1963, for non-threaded Metal-Faced Hydrant Connections". The size of the Quick Connect Coupling and hydrant pumper nozzle threads will be as shown on standard drawing 17-56-1.

#### 9-30.6 Water Service Connections

This section does not apply to the contract.

**END OF SECTION** 

Pre-Paving Meeting Agenda				
Scheduled Date of Paving Operations				
Attendees (Name, Phone #)				
<del></del>				
Preparation:      Lane marker removal     Surface swept/washed     Crack sealing     Pavement repair     Offset references for utilities/lane markings     If paving on surfacing rock; Has grade been accepted?				
<ul> <li>Mix Design:</li> <li>Mix design status (verified or non-verified?)</li> <li>Is evaluation statistical, non-statistical, or volumetric?</li> <li>Allowable modifications to mix design</li> </ul>				
<ul> <li>Test Section: <ul> <li>Will compaction testing be readily available?</li> <li>Frequency of compaction testing</li> <li>Method of compaction testing</li> <li>Expectations of compaction (min. 91% of reference maximum density, RICE value)</li> </ul> </li> </ul>				
<ul> <li>Tack Coat:</li> <li>Tack coat residual application will begal/sy</li> <li>A check for application will be performed at the beginning of each paving shift</li> <li>Allowance of enough lead time for tack to break before paving</li> </ul>				
<ul> <li>HMA Placement:</li> <li>HMA plant location</li> <li>Mix design</li> <li>Cancellations (weather of non-weather)</li> <li>Depth gauging (checking thickness, meets minimums and maximums)</li> </ul>				
Smoothness:  • Smoothness checks with straightedge (1/4" in 10-feet, traverse and parallel)				

• Close attention to starts and stops

# Density:

- No vibratory rolling when mat is below 175°F
- Checks for cyclic density (temperature scan)
- Use of pneumatic roller between October 1 and April 1

#### Joints:

- Will a step wedge be used for longitudinal joints?
- Joint construction shall be by rolling from hot side to pinch in HMA
- Joints will be checked for smoothness
- End of shift (night joint) construction methods
- Will check joint density

# **Irregular Areas:**

• How will irregular areas and intersections be paved?

#### **Data Transfer:**

- Weigh ticket copies provided to Inspector upon delivery
- RICE value provided to Inspector

# **Other Discussion Topics:**

- Traffic control (need for uniform police officers?)
- Timing for opening traffic
- Pavement markings
- Utility adjustments

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**(** 



#### **Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE,
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- 3. C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

#### **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

- 5. D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

#### **Holiday Codes Continued**

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
  - E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
  - G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).

- 6. H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

#### **Holiday Codes Continued**

- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday And Saturday After Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- 7. I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day 10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - T. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

#### **Note Codes**

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet Over 200' -Divers May Name Their Own Price

- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

# PREVAILING WAGE RATES AND BENEFIT CODE KEY

FOR

# PIERCE COUNTY

# **JOURNEYMEN**

Effective date August 31, 2014

See Department of Labor and Industries URL link <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>

# PREVAILING WAGE RATES AND BENEFIT CODE KEY

FOR

# PIERCE COUNTY

# **APPRENTICES**

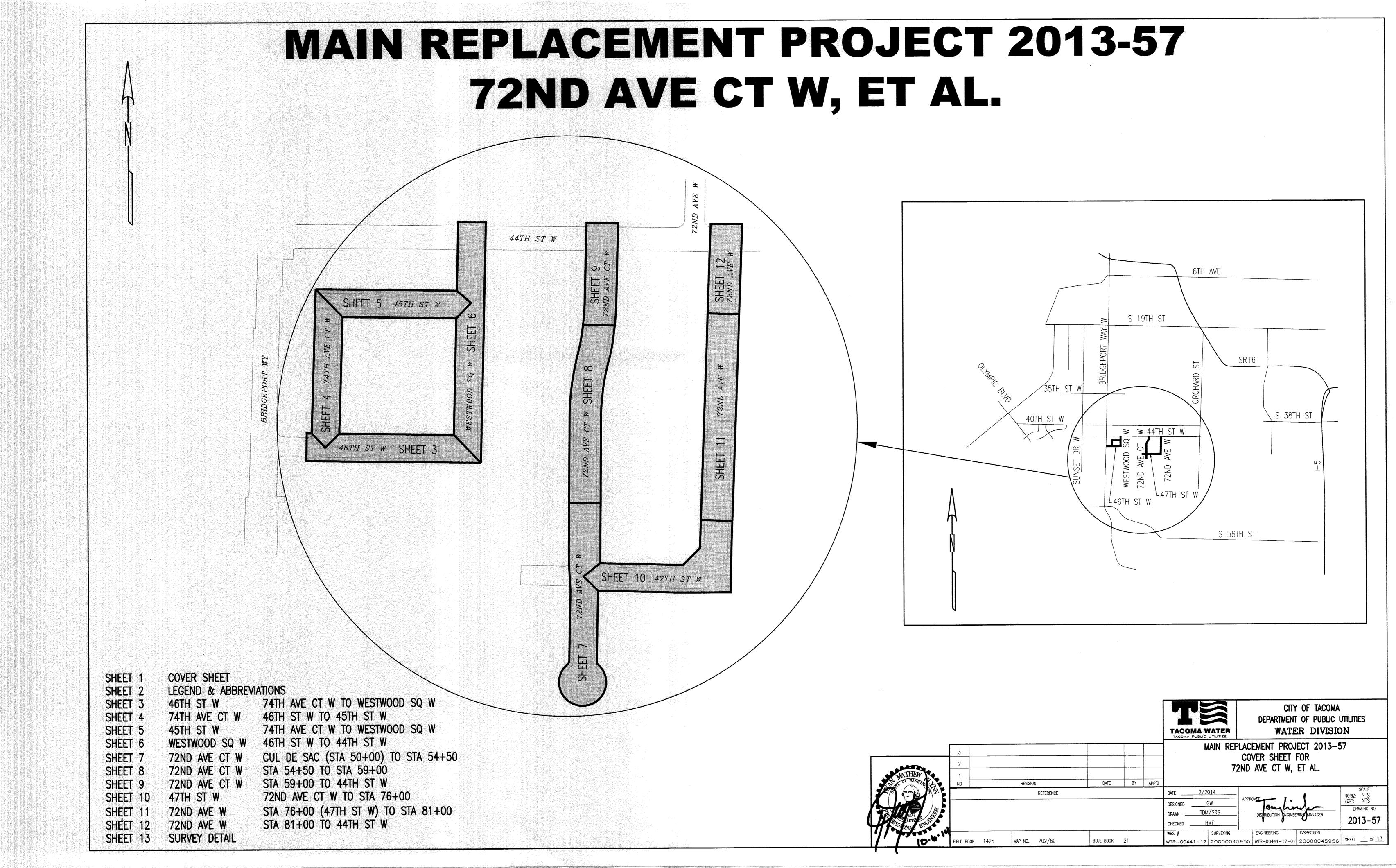
Effective date August 31, 2014

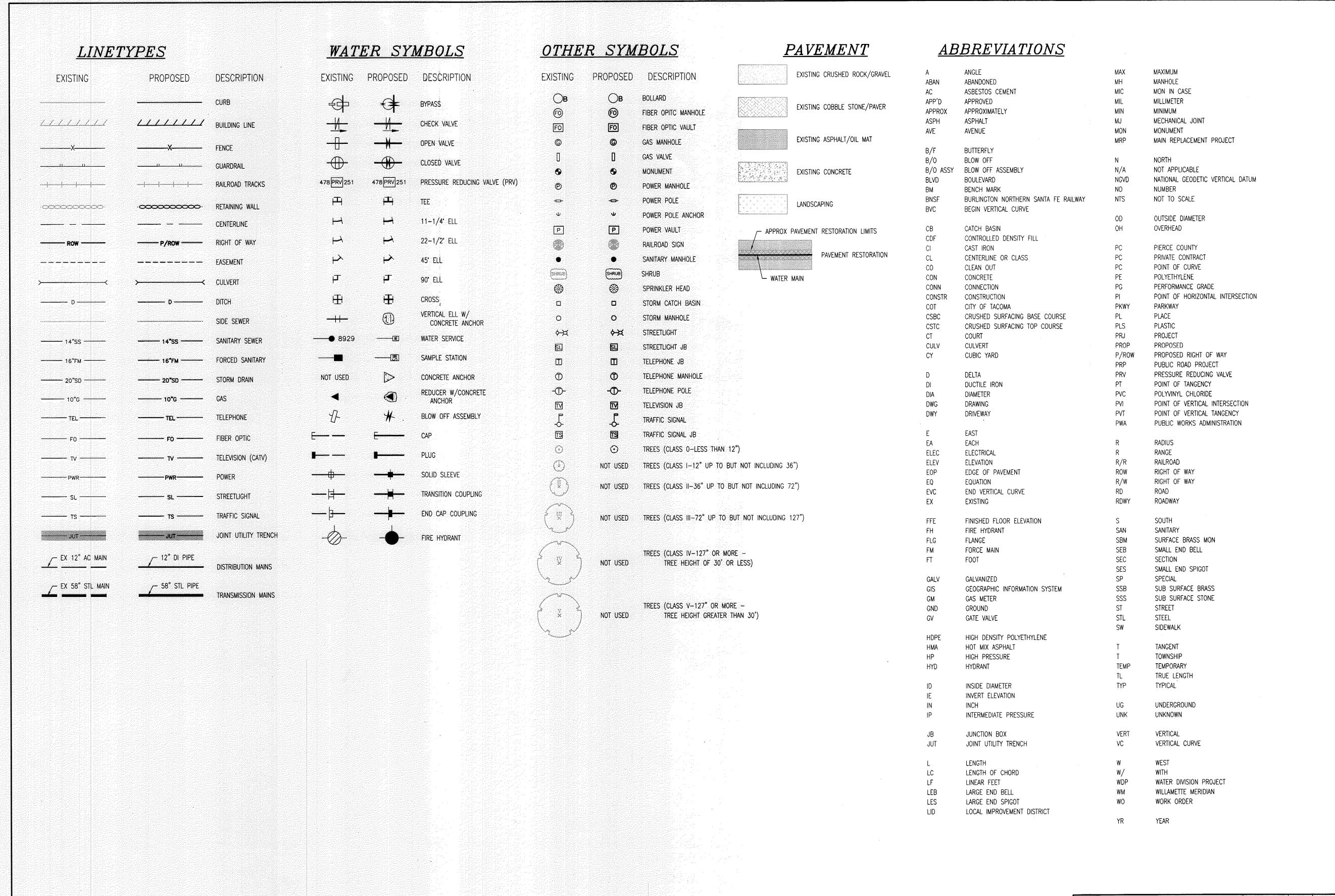
See Department of Labor and Industries URL link <a href="https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx">https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx</a>



## **Attachments**

attachments.indd 1 8/11/2008 12:17:09 PM





STANDARD NOTES

THERE SHALL BE NO SUBSTITUTION OF MATERIALS WITHOUT PRIOR APPROVAL OF TACOMA WATER.

ALL FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES AND TOPS SHALL BE MANUFACTURED IN ACCORDANCE WITH TACOMA WATER DWG 17-56-1.

ALL VALVE BOXES INSTALLED IN PAVING REQUIRE A 36" DIAMETER CONCRETE PAD, 6" THICK WITH 1-1/2" HMA CLASS 3/8" PG 64-22 PATCH PER TACOMA WATER DWG 17-56-1.

THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

USE SHORT LENGTHS OF PIPE AS REQUIRED BY THE INSPECTOR TO MAINTAIN PROPER GRADE AND ALIGNMENT.

CONTRACTOR TO REMOVE EXISTING FIRE HYDRANTS AT THE FOOT, PLUG END OF ABANDONED HYDRANT LATERAL AND RETURN HYDRANTS TO THE TACOMA WATER STOREROOM AT SOUTH 35TH STREET AND UNION AVENUE, TACOMA, WA. INCIDENTAL TO CONTRACT.

CONTRACTOR TO REMOVE EXISTING VALVE BOXES ABANDONED BY THIS PROJECT. INCIDENTAL TO CONTRACT.

CONTRACTOR TO PROTECT EXISTING MAINS AS THEY WILL REMAIN IN SERVICE UNTIL TESTING, SAMPLING AND SERVICE TRANSFERS ARE COMPLETE.

TACOMA WATER

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES WATER DIVISION

DRAWING NO

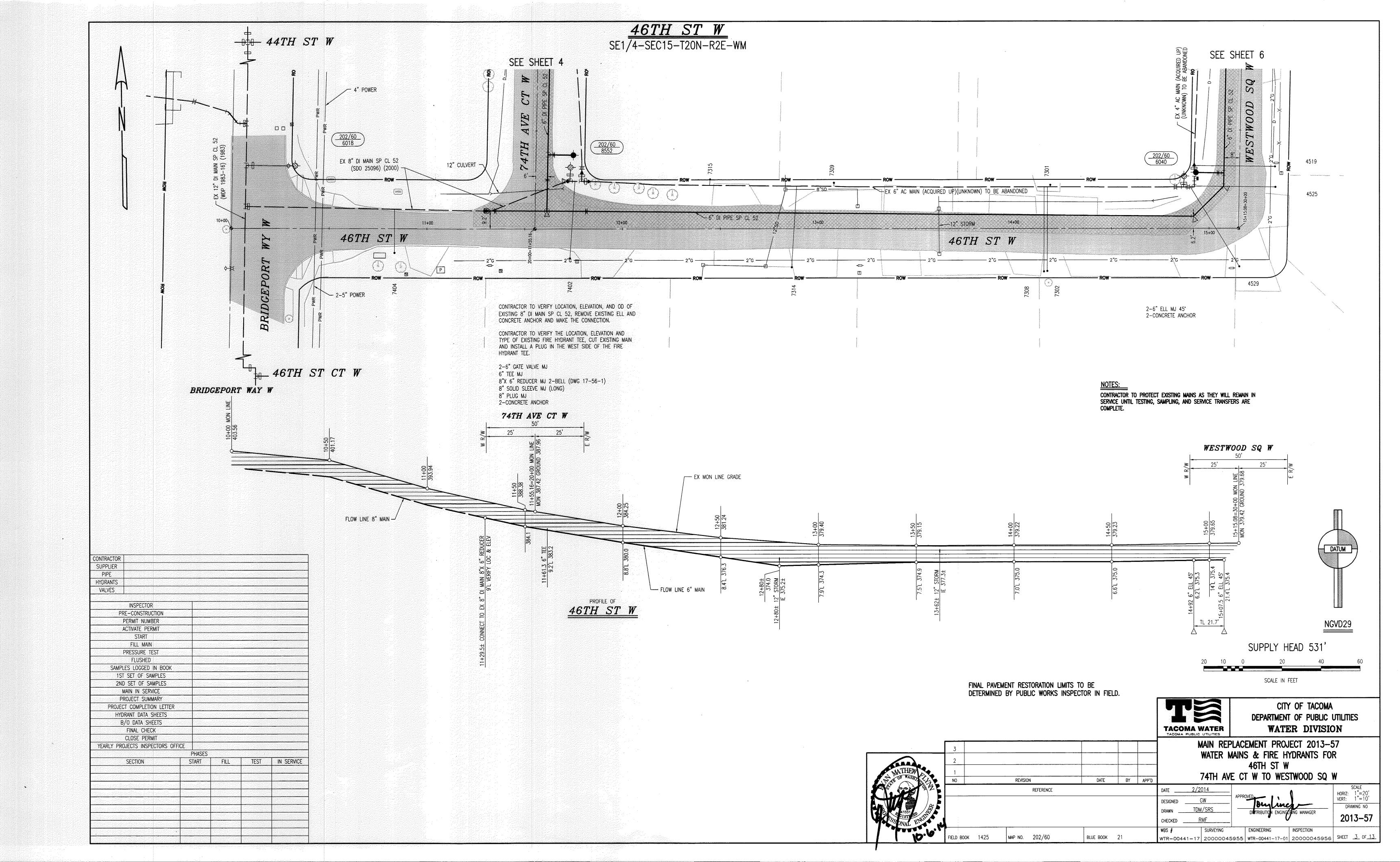
MAIN REPLACEMENT PROJECT 2013-57 LEGEND & ABBREVIATIONS FOR 72ND AVE CT W, ET AL.

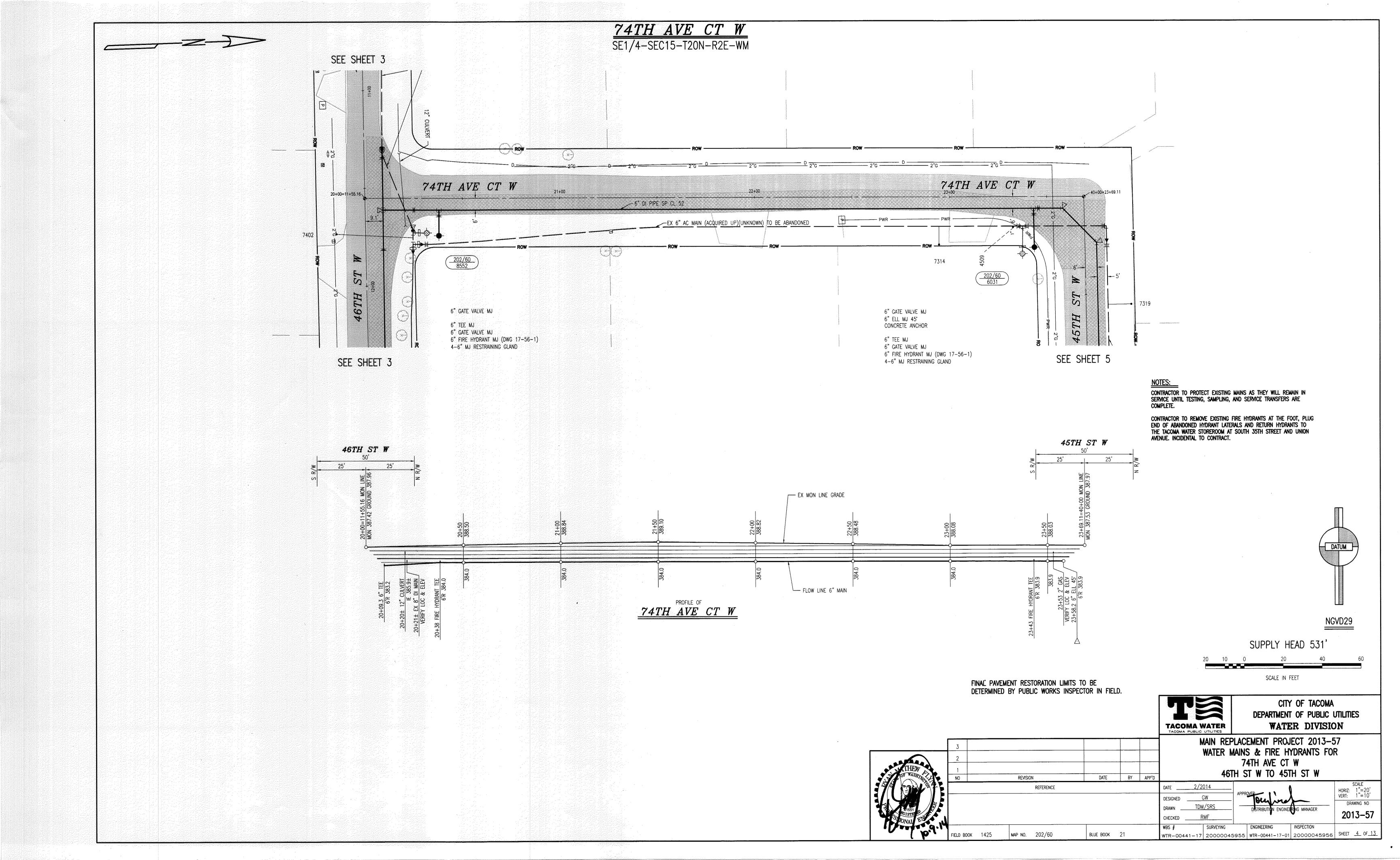
DATE BY APP'D DATE <u>2/2014</u> HORIZ: NTS VERT: NTS DESIGNED DRAWN \_\_\_\_\_TDM/SRS 2013-57 CHECKED RMF ENGINEERING

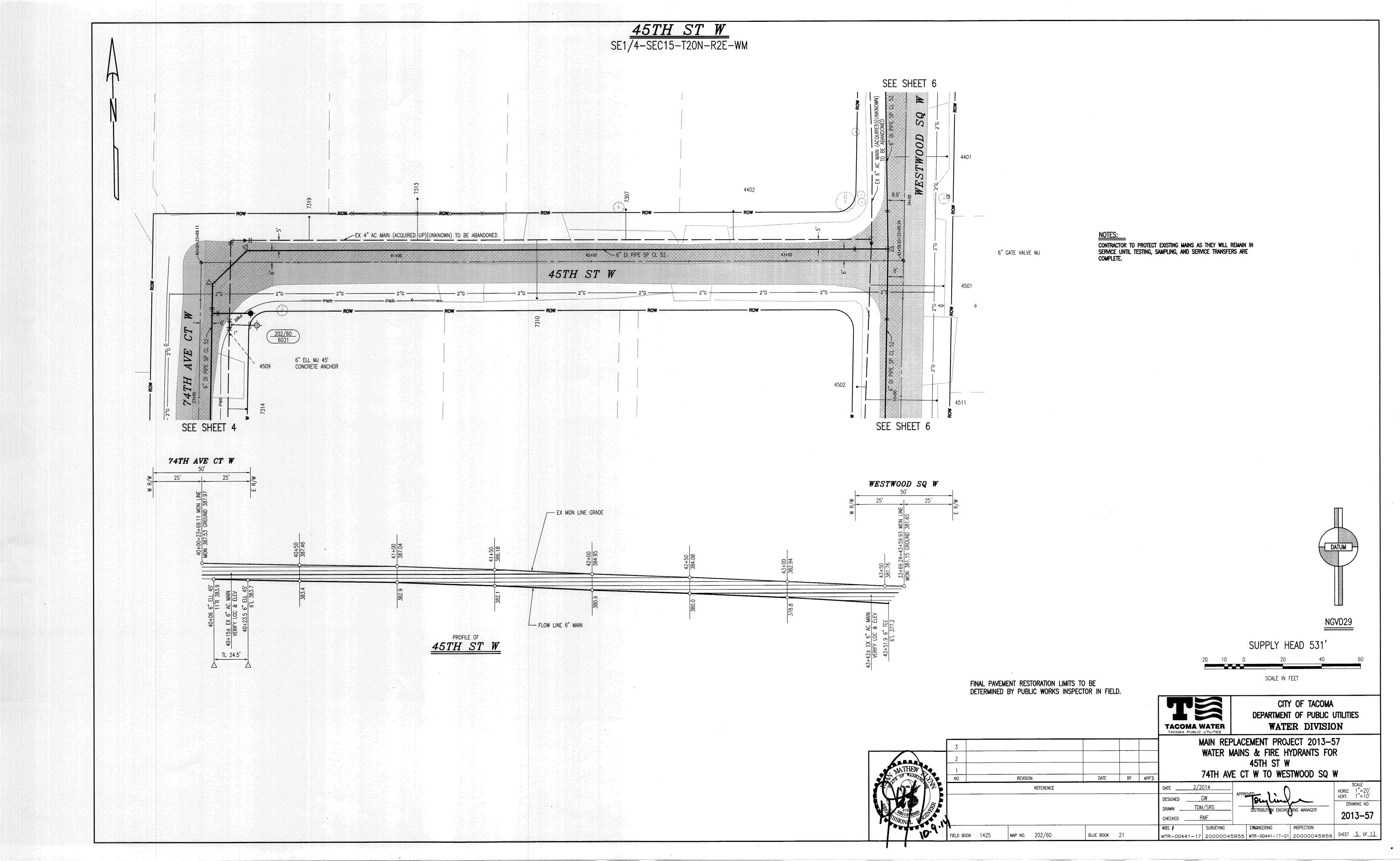
REFERENCE SURVEYING WTR-00441-17 20000045955 WTR-00441-17-01 20000045956 SHEET 2 OF 13 BLUE BOOK 21

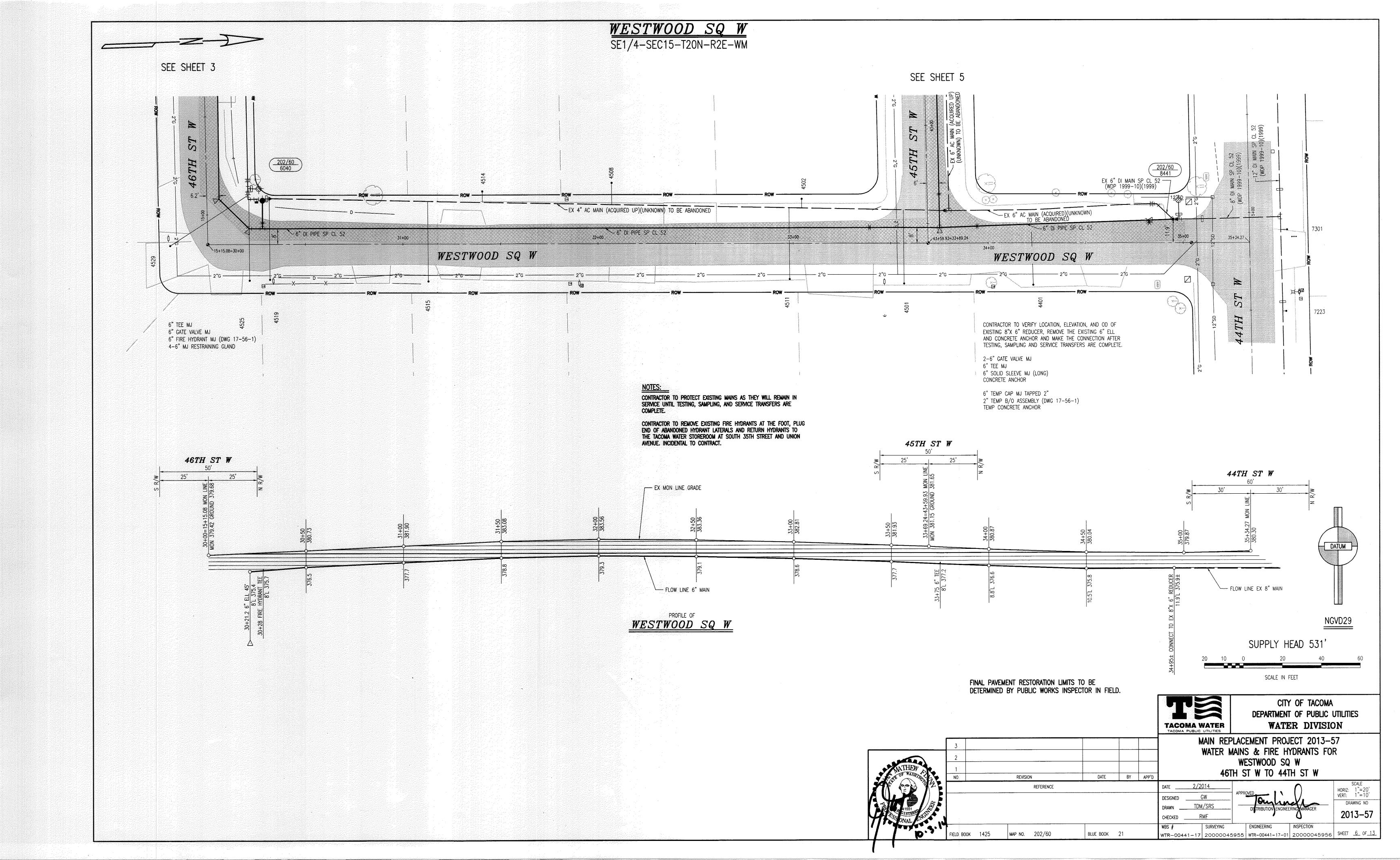
REVISION

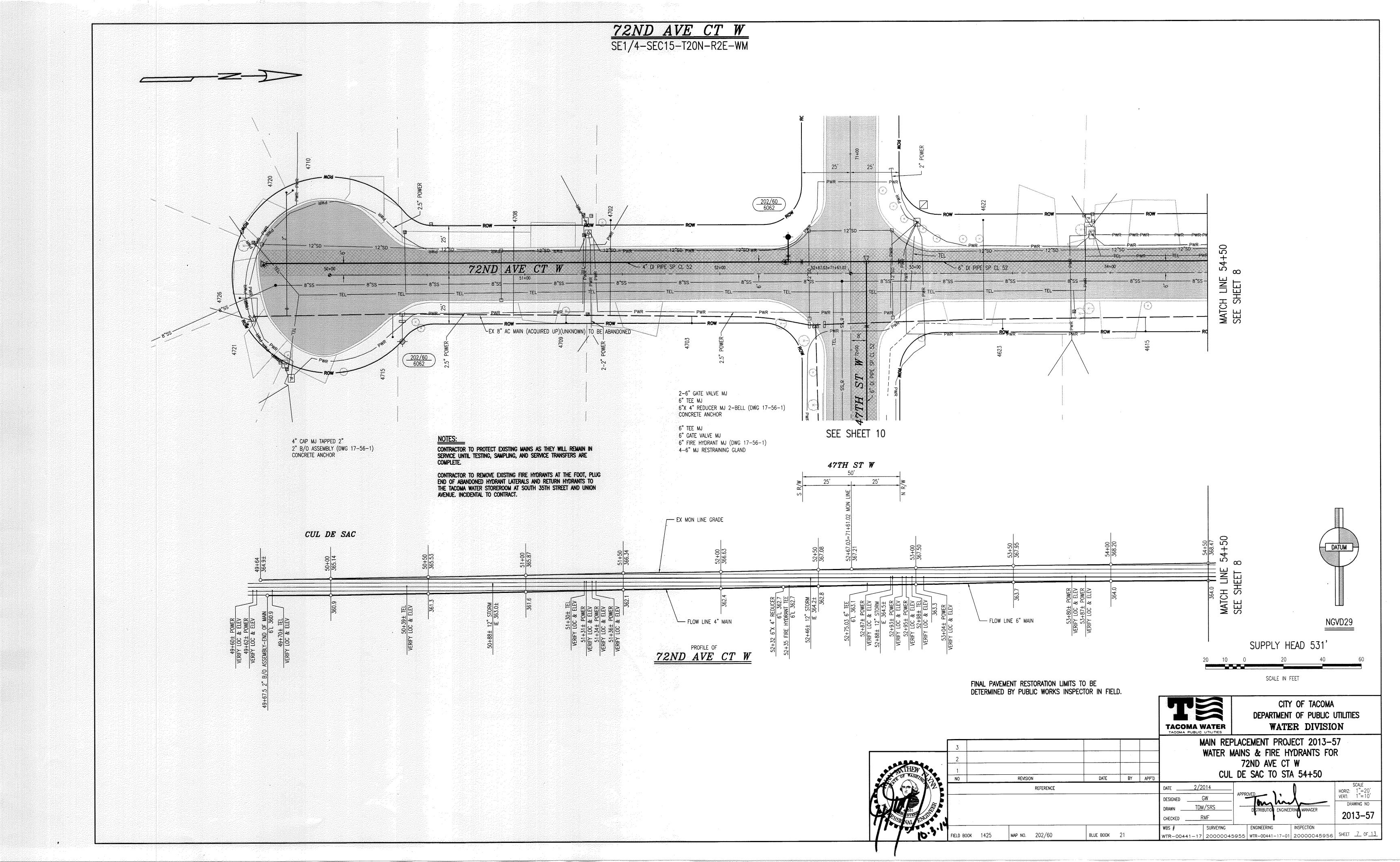
FIELD BOOK 1425

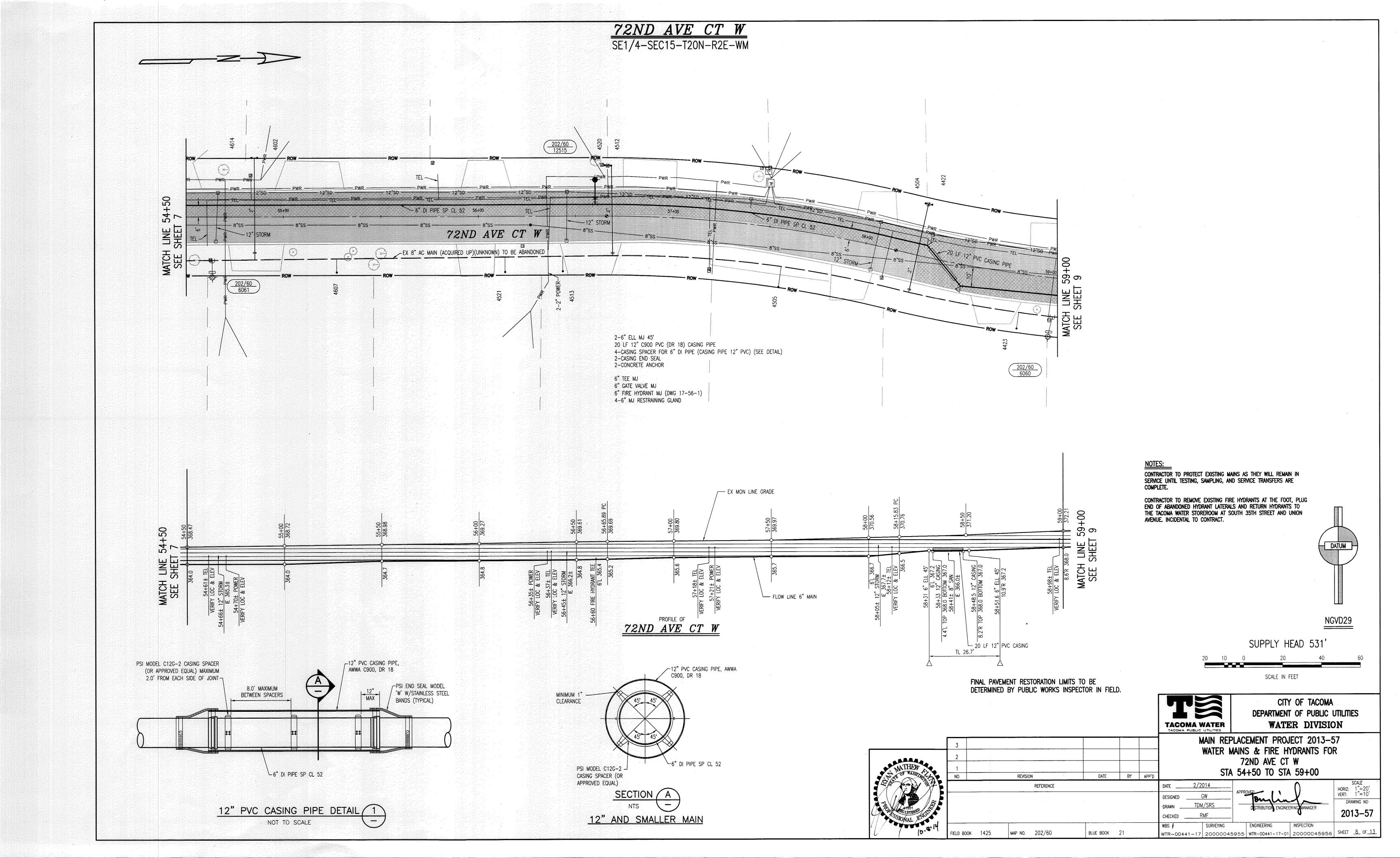


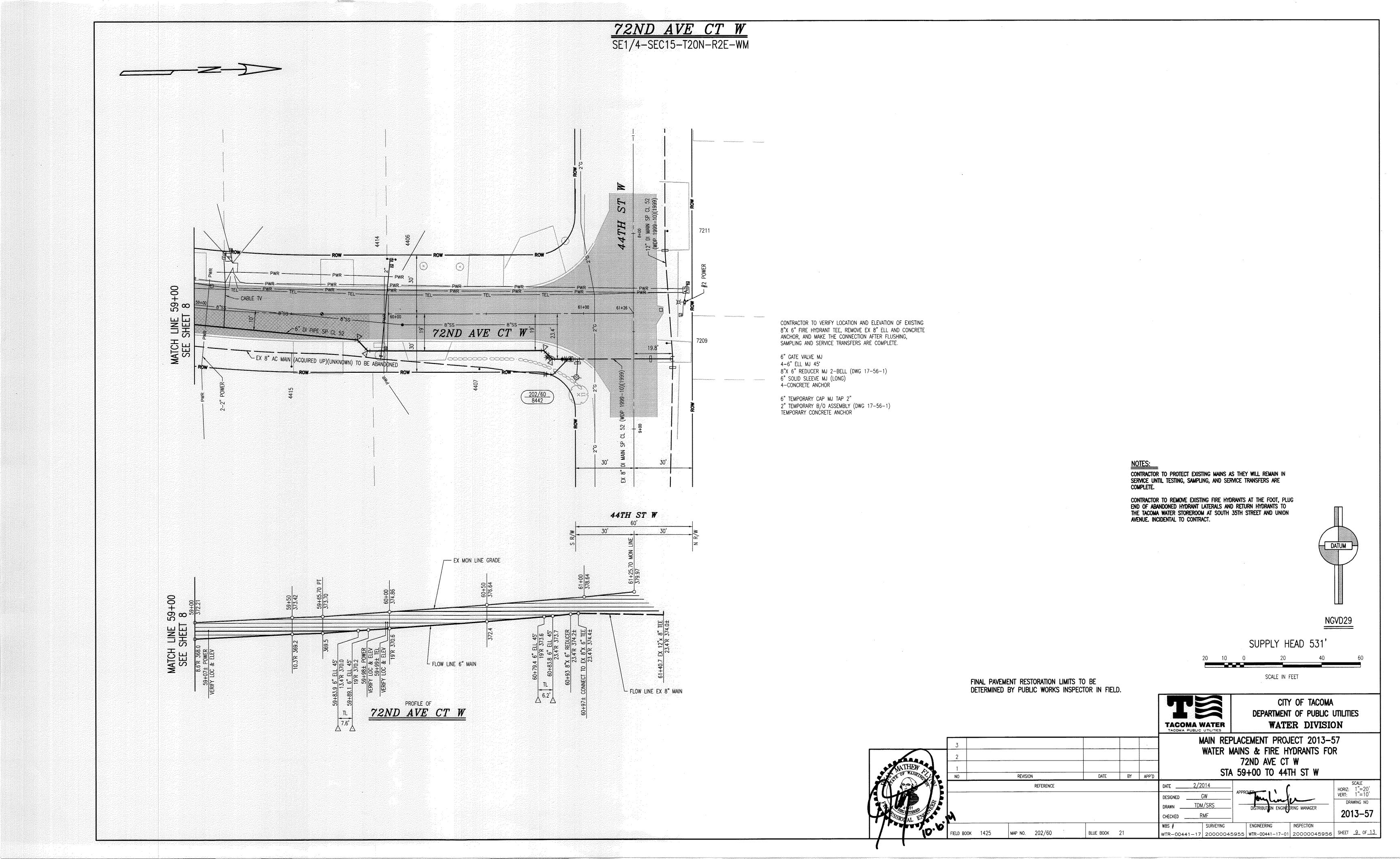


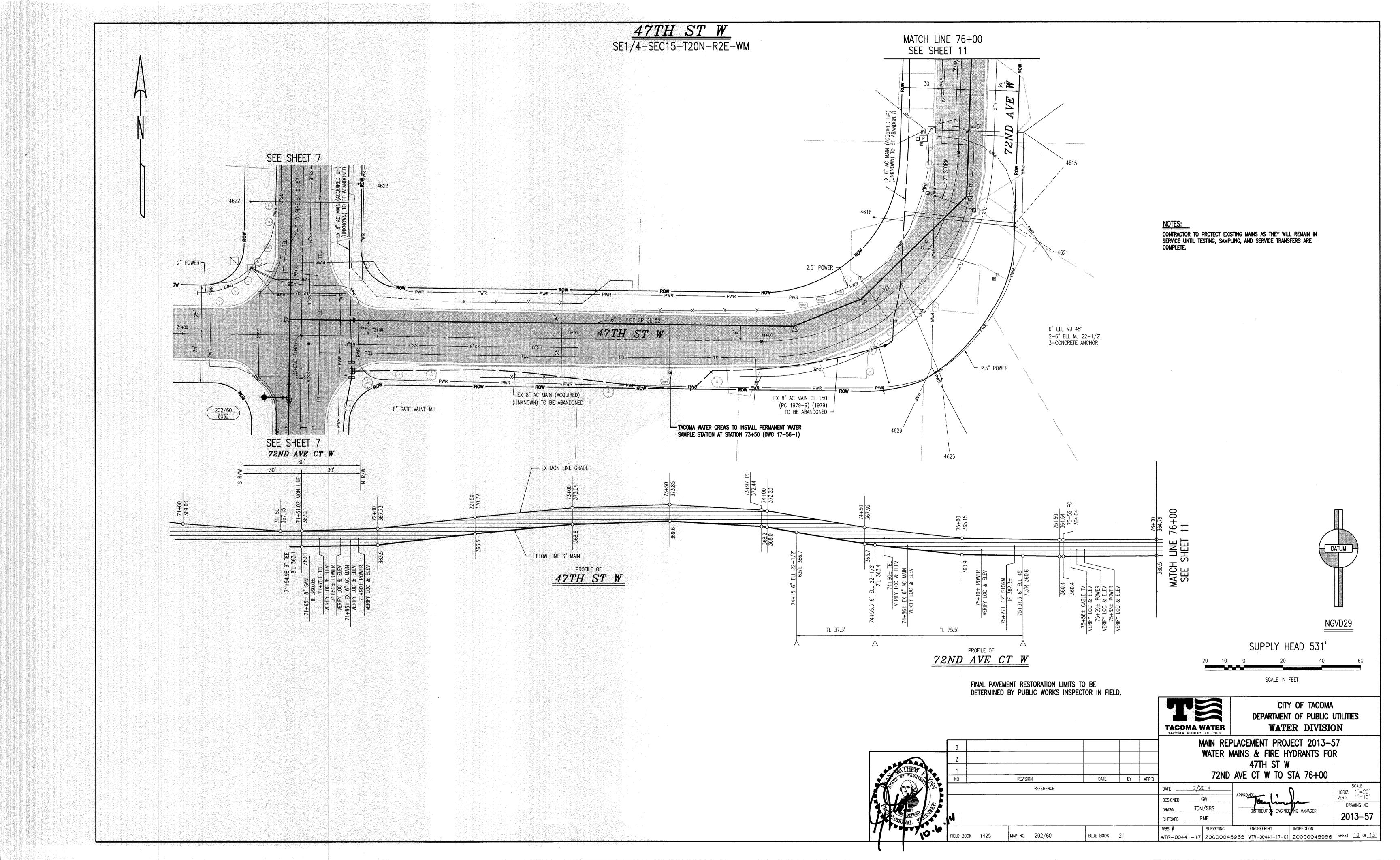


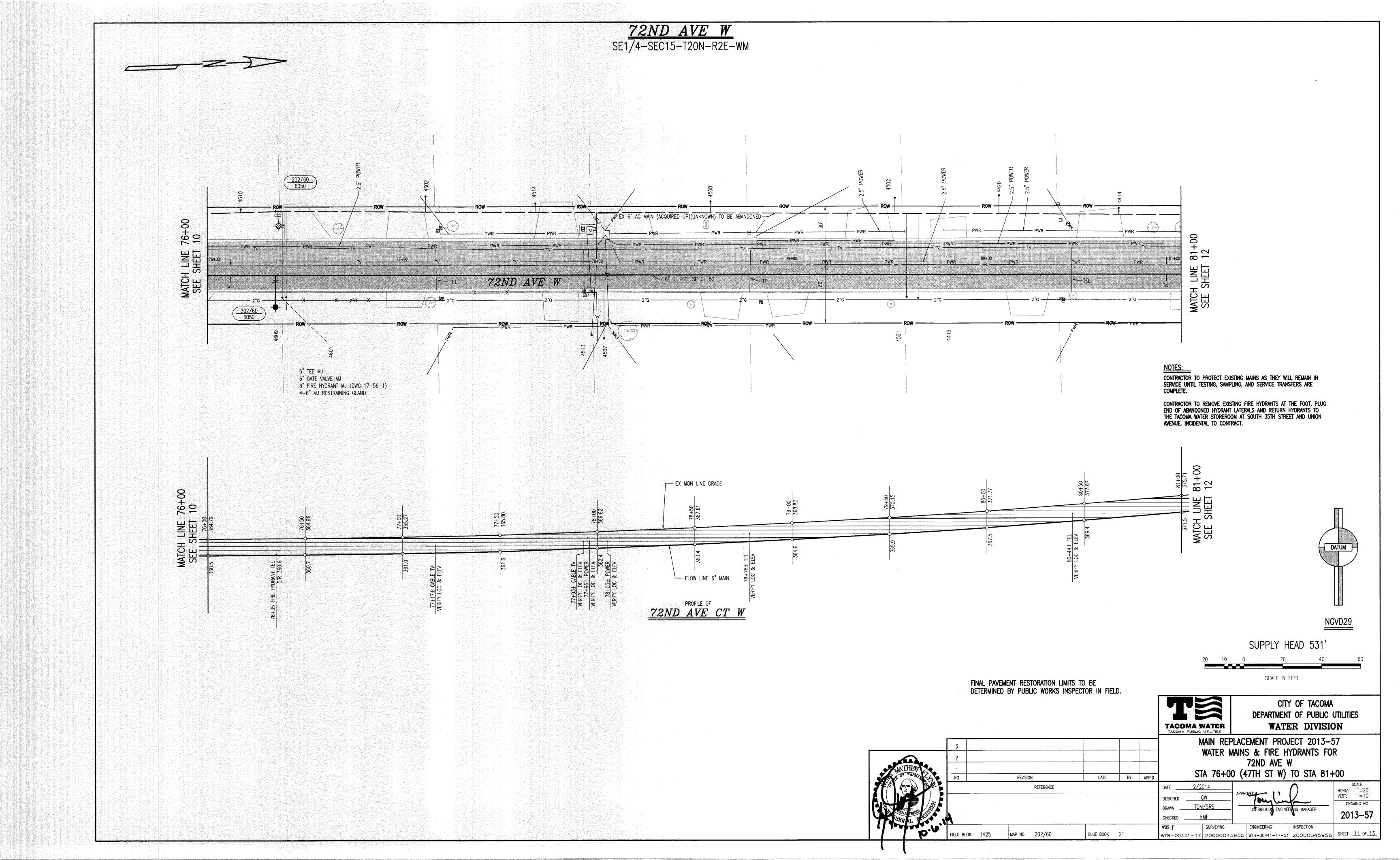


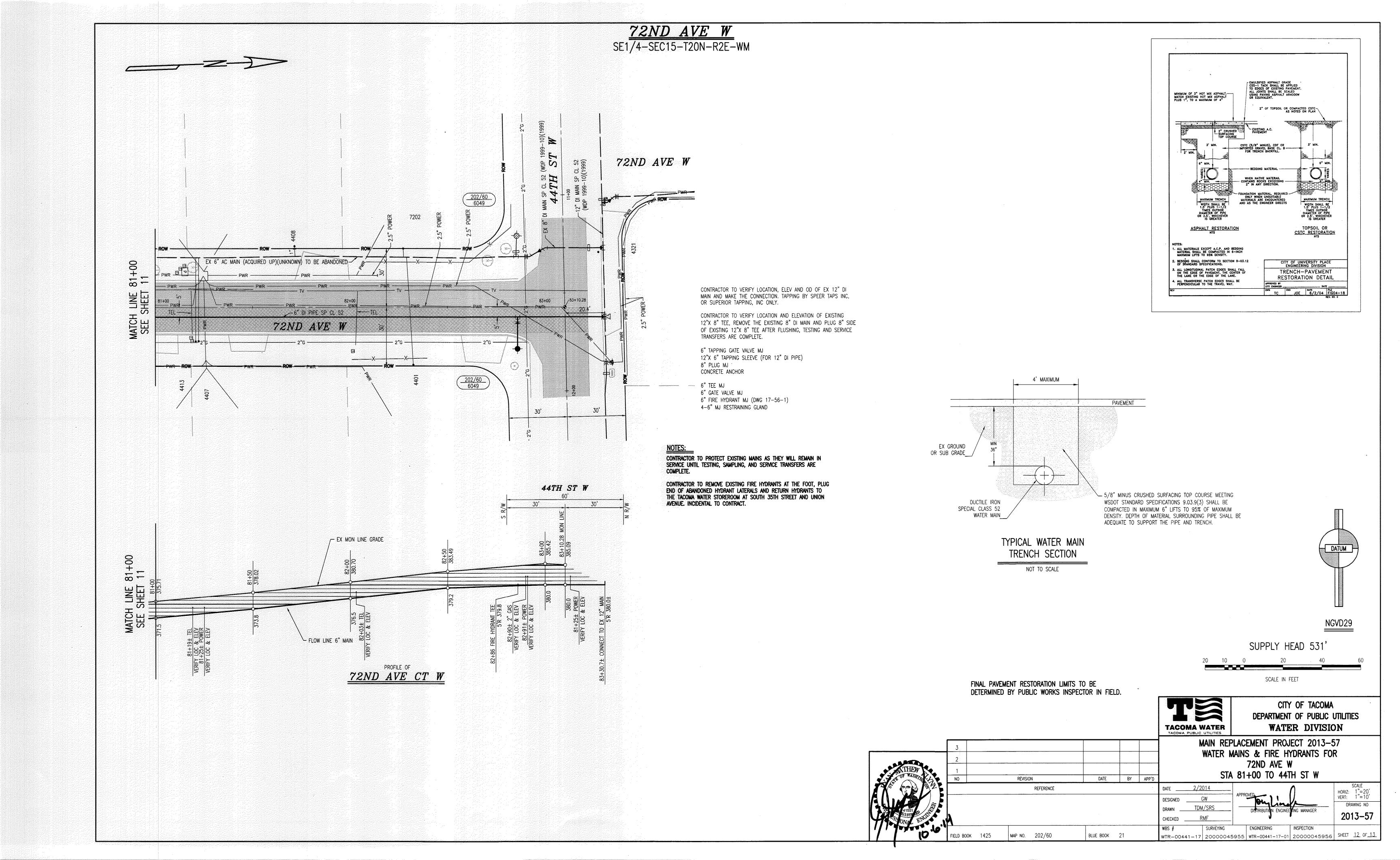


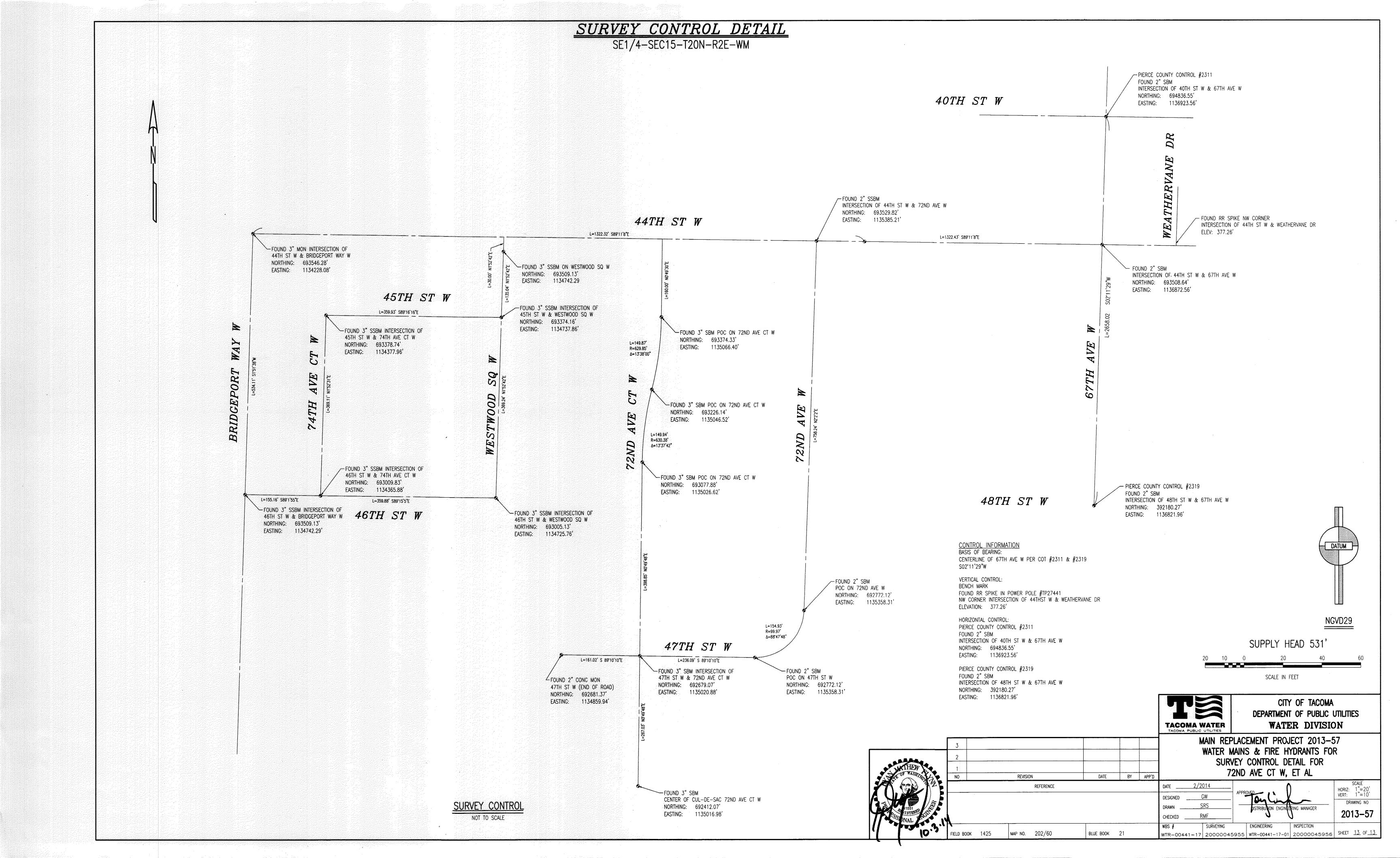


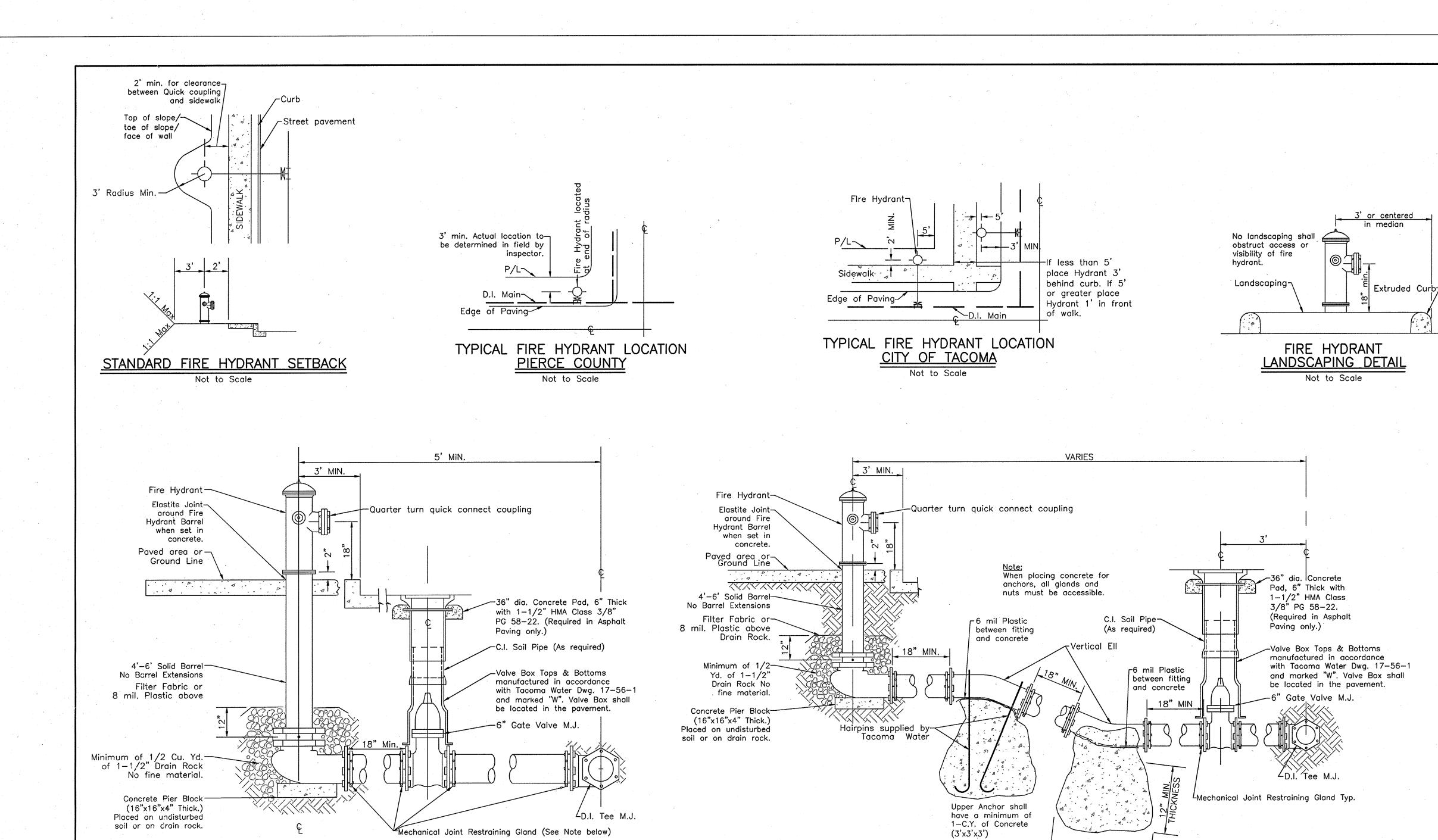












STANDARD FIRE HYDRANT SETTING

Not to Scale

## FIRE HYDRANT NOTES:

All Fire Hydrants shall be provided with Pumper nozzle and Quarter turn quick connect coupling threads of the size and types indicated by the local jurisdiction unless specified otherwise by Tacoma Water. Jurisdictional sizing shall be as follows:

indicated by the local jurisdiction	unless specified otherwise by I
Bonny Lake	4-1/2" NST w/ 5" Stortz
Cumberland	4-1/2" NST w/ 5" Stortz
Enumclaw	4-1/2" NST w/ 5" Stortz
Federal Way/ Fire Dist #39	4" Tacoma w/ 4" Stortz
Fife	4" Tacoma w/ 5" Stortz
Fircrest	4" Tacoma w/ 5" Stortz
Lakewood	4-1/2" NST w/ 5" Stortz
Orting	4-1/2" NST w/ 5" Stortz
Puyallup	4" Tacoma w/ 5" Stortz
Pierce County, Unincorporated	4-1/2" NST w/ 5" Stortz
Ruston	4" Tacoma w/ 5" Stortz
Tacoma	4" Tacoma w/ 5" Stortz
University Place	4" Tacoma w/ 5" Stortz

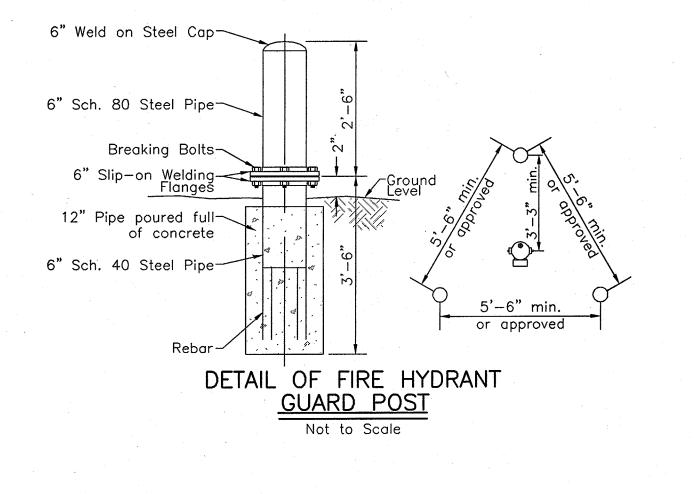
The quarter turn quick connect coupling must be provided with a suction gasket. A minimum of 30 foot pounds, using the wrench described in chapter 4 of the NFPA Standard 1963—93 or 40 foot pounds measured from the center of the cap, is required to remove blind cap from the coupling. The blind cap of the quick connect coupling, must be connected to the barrel section of the fire hydrant with vinyl coated cable (304 stainless steel, 7X7 strand with clear vinyl coating, cable diameter to be 3/32 inch bare and 3/16 inch finished). The cable length will be determined by the Water Division construction inspector. Couplings provided with a locking mechanism on the body of the coupling must be identified by a red cable connecting the blind cap to the body of the coupling.

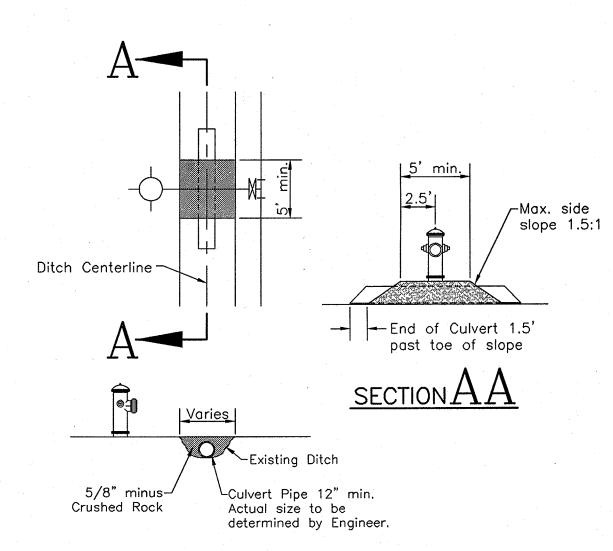
M.J. Pipe with Mechanical Joint Restraining Glands or push on joint pipe with push on restraining gaskets are required between Fire Hydrant and Gate where distance is greater than one pipe length.

Fire Hydrant locations inside Tacoma City Limits shall be 2' behind the sidewalk. If the back of the sidewalk is less than 3' from the property line, the Fire Hydrant location shall be 1' in front of the sidewalk.

If Fire Hydrant bury is greater than (6) six feet, vertical ells shall be used to bring bury to a minimum of (4) four feet. Deviations may be permitted based on field conditions as determined by inspector.

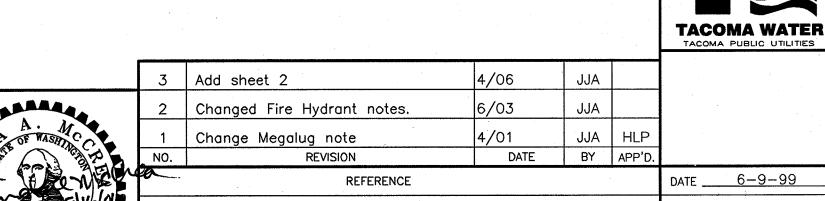
Landscaping of any sort shall not obstruct acess or visibility of fire hydrant.





FIRE HYDRANT DITCH DETAIL

Not to Scale



FIELD BOOK

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION

STANDARD DETAILS

A/01 JJA HLP
DATE BY APP'D.

DATE 6-9-99

DESIGNED J.J.A.

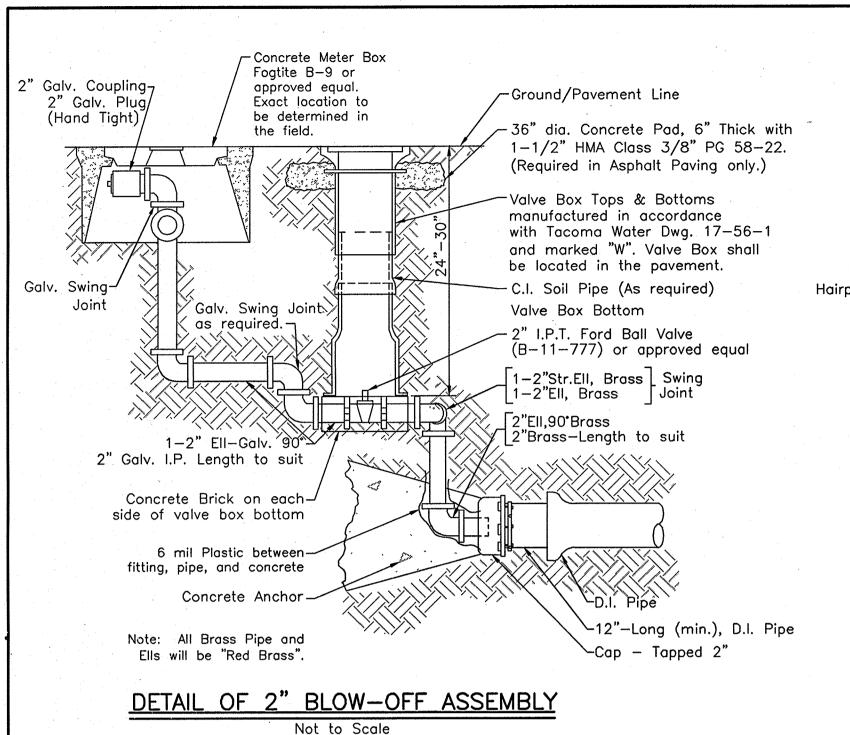
DRAWN STAFF
CHECKED

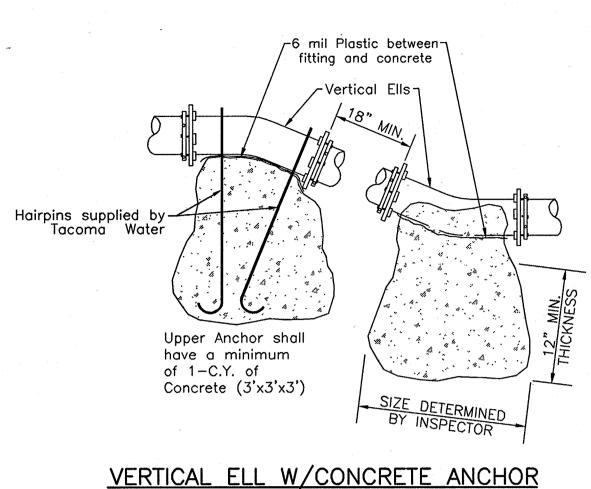
WBS # Surveying Engineering Inspection

SCALE HORIZ: N/A VERT: N/A

DRAWING NO.

17-56-





Not to Scale

① Corporation Stop.
AWWA thread (C.C./Mueller) inlet by Increased Male Iron Pipe outlet with internal driving thread.
Teflon Joint Compound on male threads.
Approved: A.Y. McDonald 3121; Ford F-800; Mueller H-10003.

② Quarter Bend Coupling.

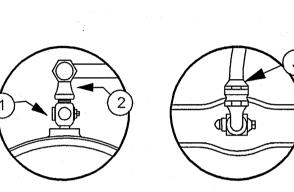
1-inch Female Iron Pipe thread inlet by 3/4-inch copper flare thread.

Approved: A.Y. McDonald 4779; Ford L-12-43; Mueller H-15475.

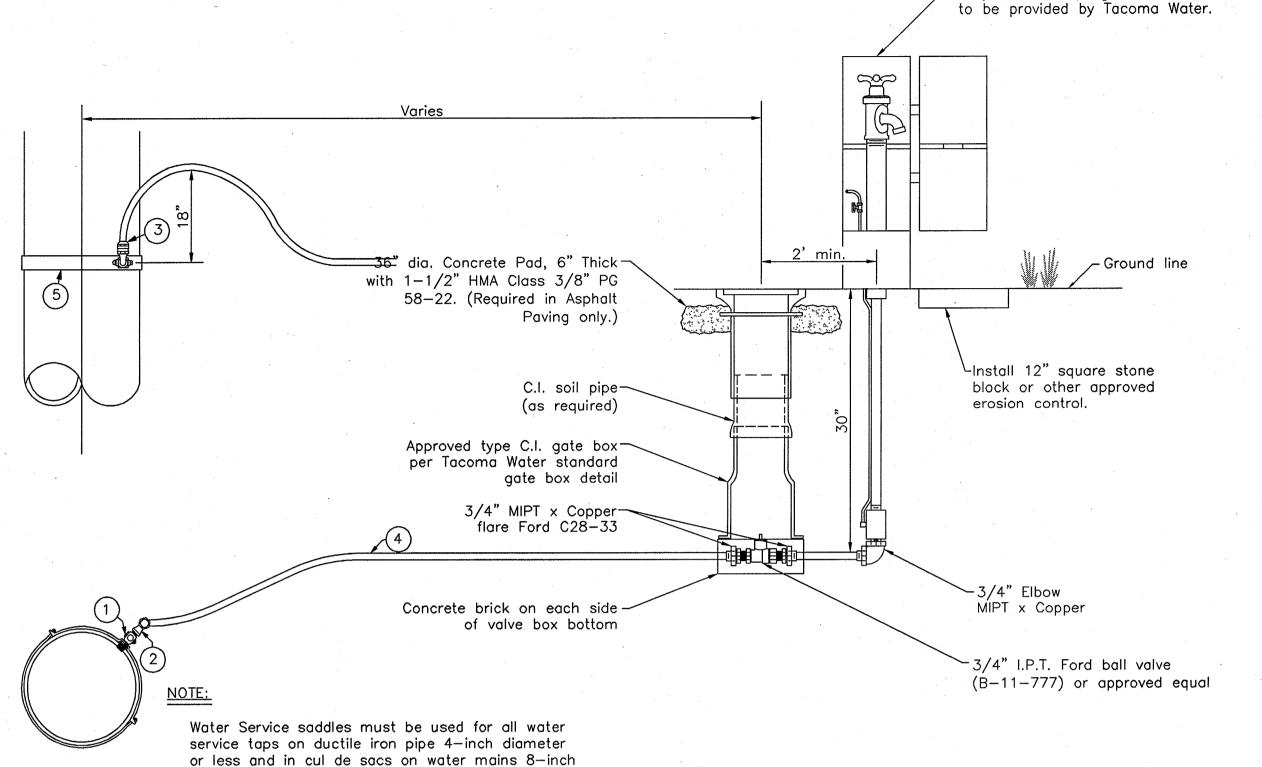
3 Straight Coupling.
3/4—inch Female Copper Flair thread inlet by Compression connection, copper tube size O.D. Internal Copper Friction Washer.
Approved: Mueller H—15071.

① Copper Tubing. 3/4-inch, seamless, type "K", ASTM B-88.

© Clamp, Service, Pipe diameter by 3/4-inch in CC outlet, Ductile Iron Body, Double Stainless Steel Straps, with 5/8-inch bolts, for service taps. Approved: Ford, FS202-979XCC3; Robar, 2406X8X3/4"CCDS; Romac, 202SX9.62X3/4"CC; JMC, 404-0963/4"CC; Smith Blair, 317-101007-003.



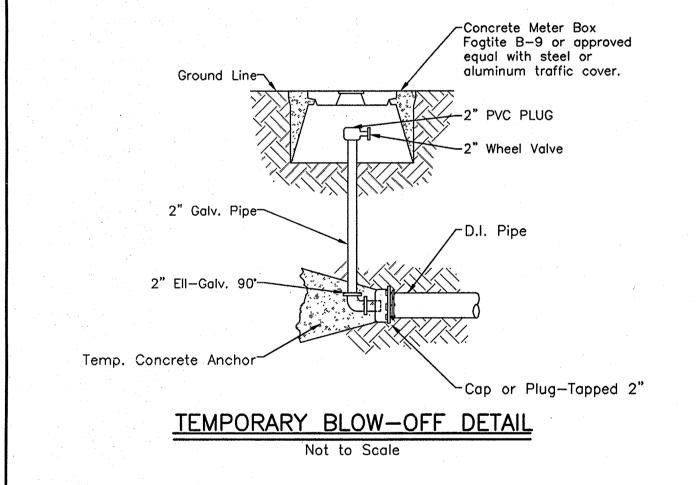
Fittings 1, 2, and 3 enlarged to show detail

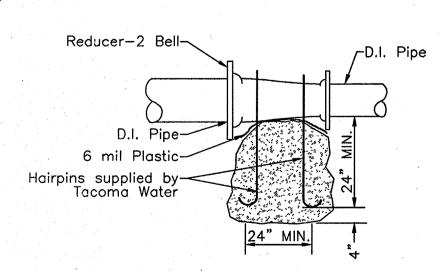


Eclipse 88 Sampling Station

## PERMANENT SAMPLING STATION

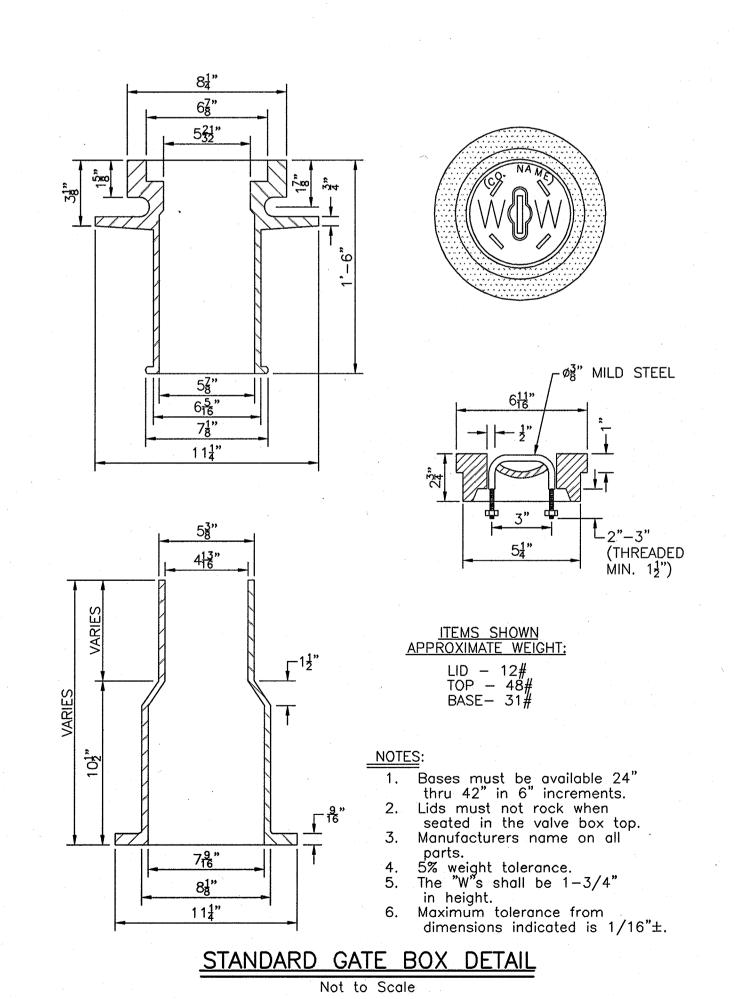
diameter or less.

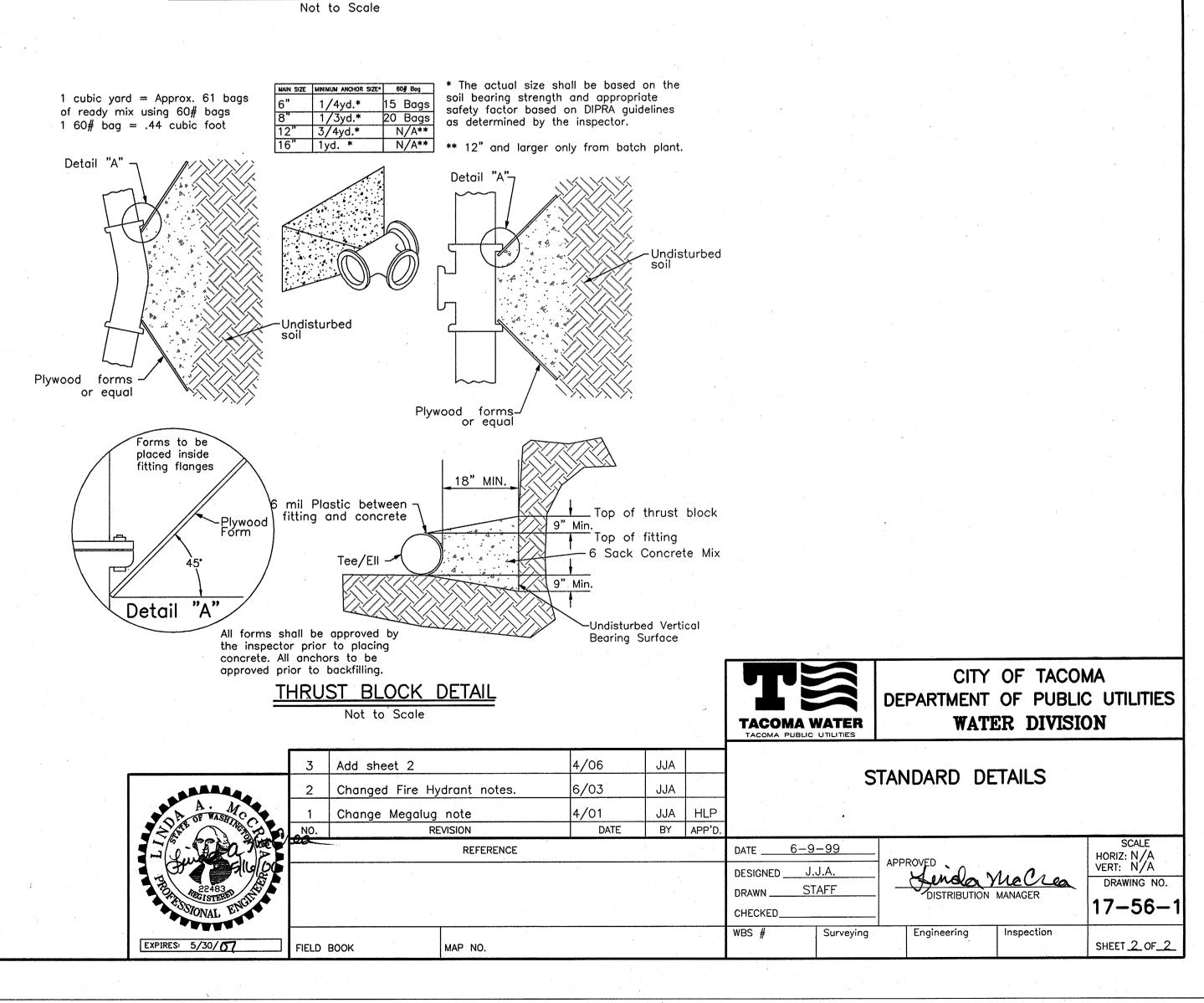




REDUCER W/CONCRETE ANCHOR

Not to Scale





## RECEIVED ROWING - 0137 SEP 2 2 2014 RIGHT-OF-WAY PERMIT

CITY OF UNIVERSITY PLACE

CITY OF UNIVERSITY PLACE

Phone (253) 566-5656 FAX (253) 460-2541

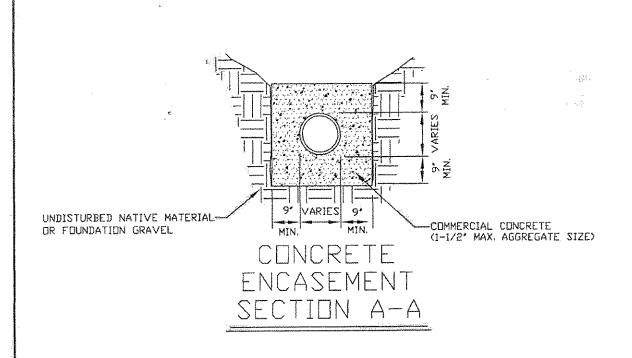
Thi prir	s form is not considered a valid permit until reviewed ited below, and FOLLOWING PERMIT ISSUANCE, I	and Issued by a City representative. Some	ubject to all terms, condition	ons, and provisions written or		
Pe	ermittee*: Tacoma Water	License #:	Phone:	253-502-8746		
Ac	ddress: 3628 South 35th Street					
	construct: Approximately 3900 LF of 44th St W to 47th St W bet attached drawing Main Re	water mains, fire hydrants tween 72nd Ave W and Bri	and water service	es in the vicinity of		
Fo	<sub>r Name:</sub> Tacoma Water			[8]		
Ar	dress: 3628 South 35th Street					
Proj	ect Valuation \$ 500,000.00	roject # MRP 2013-57	CHEC	K IF NEW SERVICE		
BOI	ND NUMBER with		✓ CHEC	K IF FRANCHISE		
*PL wor	EASE NOTE: Pierce County Sewer Utility requires th k in conjunction with sewer installation or repair.	e permittee to be on the current Pierce	County registered sewer of	contractor list if performing any		
1.	Utility to be placed/installed per approved drawing (	attached hereto).				
2.	A COPY OF THIS PERMIT MUST BE PRESENT A	T ALL TIMES WHEN WORKING AT TH	HIS SITE. ALL WORK SH	ALL CONFORM TO PERMIT.		
3.	The permittee shall call Washington Utilities Underg 500' of a traffic signal, the permittee shall call the P	ground Location Center at 1-800-424-55 ierce County Traffic Signal Division at (2	555 two business days bef 253) 531-6990 prior to sta	ore digging. If digging within rt of work.		
4.	Once work is permitted, it shall be diligently pursued issuance.	d until completed to the satisfaction of the	ne City. This permit shall	expire 180 days after its		
5.	Minimum depth of bury shall be 36" (depth from finish grade to top of the facility). Contact the appropriate agency for the minimum clearance from their facilities.					
6.	No pavement cuts shall be made on any street, road, or driveway constructed of asphalt cement concrete or Portland cement concrete, unless the City has granted approval. Only mechanical saws specifically made for this purpose shall be used for final pavement cuts.					
7.	All trenches in the right-of- way shall be back-filled with crushed surfacing top course (5/8" minus), controlled density fill (CDF), or imported gravel base, Class B. All back-fill material shall be placed and compacted in maximum 6" lifts to 95% of maximum dry density except CDF, which has no compaction requirement. Utility windows (potholes) in the roadway shall be back-filled with either crushed surfacing top course (5/8" minus) or controlled density fill (CDF).					
8.	All asphalt pavement restoration shall be made with a 3" minimum depth (compacted thickness) of asphalt concrete Class B and a minimum 6" lift compacted (95% standard density) crushed rock top course (5/8" minus). The pavement restoration shall extend a minimum of 24" (each side) beyond the constructed trench widths. At no time will a longitudinal patch edge fall on the wheel path. All longitudinal patch edges shall fall on eith the edge of pavement, the center or edge of a travel lane. All transverse patch edges shall be perpendicular to the roadway. When existing asphat thickness is found to be greater than 2", asphalt concrete Class B shall be placed, in maximum 2" lifts, to a maximum depth of 4". Seal edges with sealer CSS1 and seal surface joint with hot asphalt (AR4000W or PG64-22).					
9.	A 2" compacted layer of crushed rock surfacing (5/8" minus) shall be provided to all disturbed graveled surfaces. Where grass previously existed, a 4" layer of topsoil and grass sod shall be reinstalled.					
10.	Special trench and pavement restoration will be requermittee shall procure those additional requirement	julred for trenching through concrete or nts from the City prior to commencing wa	"asphalt over concrete" pa ork under this permit.	evement roadways. The		
11.	The Washington State Legislature has determined a standard warning signs, to warn motorcyclists of po grooved pavement, abrupt lanes edges, steel platin effective if the work creating the hazardous condition	tentially hazardous conditions. If the cor	estruction, repair, or maint	enance work includes or uses		

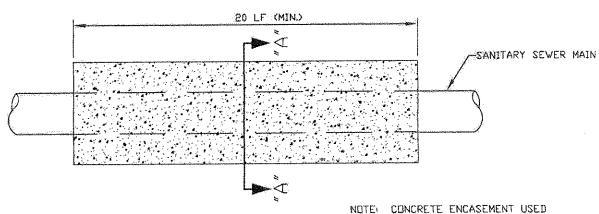
12. The permittee shall maintain one lane of traffic in each direction within the work zone at all times and provide traffic control in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Lane closures require 24-hour notice; call (253) 617-8093 to notify the

City. No road closures are allowed, unless the City has granted approval. The permittee shall insure that property owners and/or residents within the work zone have safe ingress and egress at all times.

- 13. Permittee shall comply with the Washington State Electrical Code, Washington State Department of Highways Standards and Standard Specification of Road and Bridge Construction, current edition. Where any conflict exists, the City shall be the sole judge as to the prevailing requirement(s).
- 14. In accepting this permit, the permittee, his successors, or assigns, agrees to protect the City and save it harmless from all claims, actions or damages of every kind and description which may occur to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used, manner of installation, maintenance, operation or by the improper occupancy of rights-of-way of public places or public structures. In this case any suit or action brought against the City for damages arising out of or by reason of any of the above causes, the permittee, his successor, or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined if adverse to the City.
- 15. If the work done under the permit interferes in any way with the drainage of the City streets, or causes damage, the permittee shall wholly and at his/her/their own expense, make such provisions as the City may require to rectify said interference and/or damage. The permittee shall utilize Best Management Practices outlined by the Washington State Department of Ecology.
- 16. Work may be performed only between the hours of 8:00 AM and 5:00 PM on any working day. No work shall be permitted on Saturdays, Sundays or City Holidays, unless approved by the City.
- 17. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the City. The entire expense of said supervision, to include the procurement of any "outside" consultants as may be required by the City, shall be borne by the permittee.
- 18. The City hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time. Said change or removal is to be made at the sole expense of the permittee.
- 19. All such changes, reconstruction or relocation by the permittee shall be done in such manner as will cause the least interference with any of the City's work, and the City shall in no way be held liable for any damage to the permittee by the reason of any such work by the City, its agents or representatives or by the exercise of any rights by the City upon the roads, streets, public places or structures in question.
- 20. The City may revoke or change the permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through neglect or failure to heed or comply with the notices given.
- 21. The permittee shall maintain at his or her sole expense the structure or object for which this permit is granted in a condition satisfactory to the City.
- 22. Clean up of any excavated material and debris shall be accomplished concurrently with the activities. Roadway and roadside shall be left neat and presentable and satisfactory to the City.
- 23. Minimum \$5,000 Street Use Bond or Assignment of Funds is required prior to Issuance of this permit.
- 24. The permittee shall maintain all temporary patches until such time as the permanent pavement patch is in place. If the permittee is unable to maintain a patch for whatever reason, the City will patch it and charge the permittee the actual cost plus overhead. (UPMC.13.15.200)
- 25. Final patch shall be in place and accepted within 30 days after first opening the trench.
- 26. Back-fill material shall be mechanically tamped to achieve the required level of compaction. Prior to permit closure, trench compaction tests shall be presented to the City. Compaction test shall meet or exceed 95% of maximum dry density. Water settling will not be allowed.

	1.	Applicant MUST cor to schedule precons	ntact Micah Ross at (253) 460-5417
	Traffic control plan must be submitted prior to commencing work.		nust be submitted prior to
1 d.			I have read and understand all terms and conditions contained on both pages of this document. The undersigned hereby accepts this permit subject to the terms and conditions as hereby set forth.
ssued By: C	M OC	rainator	Signed: Whitley  Printed Name: Grant Whitley
01001	IL	1	Telephone No.: 253-502-8746





PLAN VIEW

FOR REDUCED VERTICAL SEPARATION FROM OTHER UTILITIES SHALL EXTEND 10' BEYOND EACH SIDE DF THE CROSSING.



PIERCE COUNTY PUBLIC WORKS & UTILITIES DEPARTMENT SEWER UTILITY DIVISION
9850 64TH STREET WEST
UNIVERSITY PLACE, WASHINGTON 98467-1078
(253) 798-4050

DETAILS STANDARD

DATE 05/01/2011 SCALE

NTS

CONCRETE ENCASEMENT

STANDARD DETAIL NO.

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